



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

February 19, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- February 5, 2019 Regular Minutes

Administrator Comments

Recognition of staff within the Finance Department for the Government Finance Officers Association [GFOA] Distinguished Budget Presentation Award

Proclamation 2019-02

- **PROCLAMATION 2019-02 RECOGNIZING FEBRAURY 2019 AS BLACK HISTORY MONTH**

Presentation to Council

- **Emergency Medical Services Update / Aaron Dix, Director of Mobile Services – Prisma Health**
- **2017-2018 Comprehensive Annual Financial Report (CAFR) and Auditor's Discussion and Analysis / Grant H. Davis – Mauldin & Jenkins, LLC**
- **Sewer South Transfer Discussion / Scott Parris, Chairman, and Chris Eleazer, Executive Director of Oconee Joint Regional Sewer Authority**

Public Hearings for the Following Ordinances

Ordinance 2019-04 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.”

Ordinance 2019-06 “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.”

Ordinance 2019-07 “AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2019-08 “AN ORDINANCE TO AMEND OCONEE COUNTY’S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

Ordinance 2019-04 *[see caption above]*

Ordinance 2019-06 *[see caption above]*

Ordinance 2019-07 *[see caption above]*

Ordinance 2019-08 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2019-09 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / U.S. DEPARTMENT OF AGRICULTURE – FARM SERVICE AGENCY, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.”

Ordinance 2019-10 “AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL’S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.”

First Reading of the Following Ordinances

First & Final Reading for the Following Resolutions

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

Discussion Regarding Action Items

Change Order #1 for PO 52727 Engineering Services for Entrance Roadway Improvements for Seneca Rail Park / Oconee Economic Alliance / Amount: \$10,865.00

Budget: \$10,865.00 / **Project Cost:** \$10,865.00 / **Remaining Balance:** \$0.00

At the June 6, 2017 meeting of Council, it was approved to award Engineering Services for Entrance Roadway Improvements to Seneca Rail Park to Thomas & Hutton of Greenville, SC (On Call Engineering RFP 15-09 for Category E) Thomas & Hutton provided services that included engineering design services for approximately 2500 LF of industrial grade roadway, permitting, bidding and award assistance for the project. The Roadway Project was made available for bidding on August 30, 2018; bids were opened on September 18, 2018 with one (1) bid being received. The bid was rejected because it significantly exceeded our budget. In order to re-bid the project it required Thomas & Hutton to provide additional design services, bidding and award services. The amount of the requested Change Order is \$10,865.00 which will bring the total to \$85,495.00.

It is the staff's recommendation that Council approve [1] Change Order #1 PO 52727 (Addendum #1) to Thomas & Hutton, of Greenville, SC for additional engineering services required to re-bid the Entrance Roadway Improvements for Seneca Rail Park in the amount of \$10,865.00. This will bring the total amount of the PO to \$85,495.00, and [2] Authorize the County Administrator to sign / execute the change order.

Letter of support for recommendation of The Order of the Palmetto for Dr. Ronnie Booth, President of Tri-County Technical College

Dr. Ronnie Booth will retire in June after sixteen years of service as President of Tri-County Technical College. Tri-County Technical College will be submitting a nomination for him to be inducted into the Order of the Palmetto, the highest civilian honor awarded to citizens of South Carolina for extraordinary lifetime achievement and for national or statewide service. A letter of support for the recommendation of The Order of the Palmetto is being requested for this prestigious award.

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

Board of Zoning Appeals.....1 At Large Seat
***Building Codes Appeal Board**.....District III
***Arts & Historical Commission [staggered terms]**.....2 At Large Seats
***Conservation Bank Board**.....District III
***Parks, Recreation, & Tourism Commission**.....1 At Large Seat

***No questionnaires on file for any of the seats listed above with the exception of BZA**

Appointment of Council Representatives

[motion required to affirm appointments]

**Questionnaires for external boards/commissions are not required*

- Oconee Economic Alliance Board of Directors
 - Mr. Paul Cain, Council Representative
 - Ms. Amanda Brock, Interim County Administrator
 - Mr. Sammy Dickson, OEA General Nomination, requested by OEA
- SC Appalachian Council of Governments Board of Directors
 - Bob Winchester, Citizen Representative
 - Minority Representative

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*

[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*

[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] To receive legal advice and discuss a contractual matter regarding the Sewer South Transfer and Operation Agreement with the Oconee Joint Regional Sewer Authority.

[2] Discussion regarding an Economic Development matter, Project Aztec.

[3] Discussion regarding an Economic Development matter, Project Plan 4.

[4] Discussion regarding an Economic Development matter, Project Zulu.

[5] Receive legal advice and discuss purchase of properties adjacent to Rock Quarry.

First & Final Reading for the Following Resolutions *[if necessary]*

Resolution 2019-02 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL TRANSFER AND OPERATION AGREEMENT BETWEEN OCONEE COUNTY AND THE OCONEE JOINT REGIONAL SEWER AUTHORITY IN RELATION TO THE SEWER SYSTEM EXTENDING BETWEEN THE GOLDEN CORNER COMMERCE PARK AND THE CONERROSS CREEK SEWER TREATMENT PLANT; AND OTHER MATTERS RELATED THERETO.”

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

January 8, 2019

For more information, contact:

Technical Services Center
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Oconee County, South Carolina**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2019-02**

**A PROCLAMATION RECOGNIZING FEBRUARY AS BLACK HISTORY
MONTH.**

WHEREAS, Black History Week, established in 1926, for many years was celebrated by African Americans during the second week of February, chosen to coincide with the birthdays of Frederick Douglas and Abraham Lincoln; and,

WHEREAS, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and,

WHEREAS, Black History Month is a time for all Americans to reflect on the history, teachings, and contributions by African Americans as leaders at the highest levels of military, business, education, government, the arts, sports, and religion; and,

WHEREAS, the national theme for this year's observance is "Black Migrations" emphasizing the movement of people of African descent to new destinations and subsequently to new social realities; and,

WHEREAS, such migrations resulted in a more diverse and stratified interracial and intra-racial urban population amid a changing social setting, the emergence of both black industrial workers and entrepreneurs, the growing number and variety of urban churches, new music forms, and the blossoming of visual and literary arts; and,

WHEREAS, Black history is American history.

NOW, THEREFORE, we, the County Council, do hereby proclaim February 2019 as Black History Month in Oconee County, South Carolina, and urge all citizens to celebrate the diverse heritage and culture and continue efforts to create a world that is more just, peaceful, and prosperous for all.

APPROVED AND ADOPTED this 19th day of February, 2019.

OCONEE COUNTY, SOUTH CAROLINA



Julian Davis, III, Chairman of County Council

ATTEST:


Katie D. Smith, Clerk to County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 19, 2019
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Presentation of the 2017-2018 Comprehensive Annual Financial Report (CAFR) and Auditor's Discussion and Analysis to County Council

BACKGROUND DESCRIPTION:

Mr. Grant H. Davis, CPA of Mauldin & Jenkins, LLC, the County's audit firm, will present the results of the audit of fiscal year ended June 30, 2018 and provide a financial overview of the 2017-2018 CAFR.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

N/A Check here if item previously approved in the Budget. No additional information required.

Approved by: N/A Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: N/A Grants

ATTACHMENTS:

- 1) 2017-2018 Comprehensive Annual Financial Report (CAFR)
- 2) Auditor's Discussion and Analysis

STAFF RECOMMENDATION [Brief Statement]:

Submitted or Prepared By:

Approved for Submittal to Council:


Department Head/Elected Official


Amanda F. Brock, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, as of June 20, 2001, the County entered into a Lease Agreement with Oconee Heritage Center, Inc. for a portion of the premises known as the Tobacco Barn located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina (the "Lease Agreement"), attached hereto as "Exhibit A"; and

WHEREAS, effective June 04, 2018, Oconee Heritage Center, Inc. changed its corporate name to Oconee History Museum, Inc.; and

WHEREAS, Oconee History Museum, Inc. has requested that the County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc. as "Lessee" as if originally executed in its name; and

WHEREAS, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises; and

WHEREAS, the County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises; and

WHEREAS, attached hereto is an Addendum to the Lease Agreement, which acknowledges the corporate name change of Lessee and which revises the lease premises, consistent with Section 6.6 of the Lease Agreement.

NOW THEREFORE, be it ordained, by County Council in meeting duly assembled that:

Section 1. Addendum to Lease Agreement Approved. The Addendum to the Lease Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Addendum in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments: Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Addendum and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: February 5, 2019
Third Reading: February 19, 2019
Public Hearing: February 19, 2019

EXHIBIT A

COPY

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT entered into this 20th day of June, 2001, by and between Oconee County, (hereinafter "the Lessor"), and Oconee Heritage Center, Inc. (hereinafter "the Lessee"), and the Agreement is executed and delivered in duplicate originals.

ARTICLE I: PREMISES

For and in consideration of the rental hereinafter specified and the mutual promises and covenants herein, the Lessor hereby agrees to lease and demise to the Lessee and the Lessee agrees to rent from the Lessor according to the terms hereof the following described property (hereinafter "the Premises"), to wit:

The main floor and attic of the building known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina.

ARTICLE II: TERM AND RENTAL

2.1: ORIGINAL TERM

The term of this Lease shall be for a period of twenty-five (25) years, that is, commencing on the 20th day of June, 2001, and ending on the 20th day of June, 2026.

2.2: RENTAL

The rental for the Premises shall be the sum of one (\$1,000) dollar per annum.

2.3: Optional Term

Lessor hereby grants to the Lessee the right and option to renew this Lease for an additional term of twenty-five (25) years, to run consecutively with the original term.

under the same terms and conditions as herein set forth with the exception of this option to renew and the rental for the renewal term. PROVIDED that the Lessee shall give notice to Lessor of their desire to exercise this option to renew and commence negotiations as to the rental for the renewal period at least nine (9) months prior to the expiration of the original term and PROVIDED FURTHER that all other terms and conditions hereof shall have been fully complied with by the Lessee, and PROVIDED FURTHER that Lessor agrees to renew this Lease.

ARTICLE III: REPAIR AND MAINTENANCE

Lessee agrees to accept the Premises which are the subject of the Lease in the same condition and state of repair as exists upon the date of taking possession hereunder and thereafter, except such exterior improvements as Lessor may cause to be effected, in which case the Lessor will be responsible for maintenance of these items. Lessee shall be responsible for all maintenance and upkeep thereon without exception. If any computerized or mechanical equipment in the Premises is presently under warranty, the Lessor agrees to make same available to the Lessee, but the responsibility of the Lessor for maintenance of such units shall be limited to that contained in the warranties from manufacturers.

ARTICLE IV: COVENANTS OF LESSORS

The Lessor, for itself and its assigns, covenants and agrees with the Lessee as follows, to wit:

4.1) To allow Lessee quiet and peaceful possession of the leased Premises so long as same be not inconsistent with the terms of this Lease.

4.2: To timely pay any taxes and assessments which may become due and owing on the leased Premises which are not herein assumed by the Lessee.

4.3: That it will keep and maintain fire and hazard insurance on the leased Premises for its own protection, but will not be responsible for insuring the contents for any fixtures or equipment of Lessee, same being the sole responsibility of the Lessee.

4.4: To allow Lessee to remove their own property and equipment from the Premises at the expiration of the Lease, provided that any damage to the Premises occasioned by such removal be repaired and replaced by Lessee within thirty (30) days of such removal.

4.5: Lessor reserves the right to go upon the Premises from time to time to inspect the same, but agrees that such inspection shall be carried on in such a manner as not to interfere with continued peaceful possession thereof by the Lessee.

ARTICLE V: COVENANTS OF LESSEES

The Lessee for itself and its assigns, hereby covenants and agrees with the Lessor as follows, to wit:

5.1: To pay the rental when due and not to suffer to exist on the leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would adversely effect the fire insurance rates from those in effect upon the date hereof or which would tend to detract from the general neighborhood. Should the Lessee operate or maintain on the leased Premises any activity or condition which would cause an increase in the fire insurance rates from those in effect on the date hereof, Lessee shall, upon demand of the Lessor, reimburse Lessor to the full extent of such increase throughout the term of this Lease and any optional period exercised by Lessees'.

5.2: That it will not sublet the Premises nor assign this Lease to any other person, firm or corporation, without the prior written consent of the Lessor, which consent shall not be arbitrarily or unreasonably withheld.

5.3: That it will be responsible for any alterations or improvements made on the Premises with the consent of the Lessor, it being understood and agreed that no such alteration may be made without the consent of the Lessor, and shall cause to be paid all costs and expenses in connection therewith in a prompt and businesslike manner so as to protect and save harmless the Lessor and the leased Premises from claims or materialmen or mechanics. Lessee agrees that any such improvements permanently affixed to the leased Premises shall remain with the Premises and become the property of the Lessor at the termination of this Lease.

5.4: That as additional consideration for this Lease, it will timely pay all assessments for utilities consumed upon the Premises other than water to be provided by the Lessor, as well as all ad valorem taxes and assessments which may become due and owing on any of the leased property excepting the building itself, during the term of this Lease, and will present to the Lessor evidence of prompt payment thereof.

5.5: That it will, so long as this Lease be in full force and effect and including any optional term, keep and maintain on the leased Premises public liability insurance in such amounts as shall be required from time to time by the Lessor, and in such form as to protect the Lessor and the leased Premises from any claim for injury to person or damage to property upon the leased Premises and shall furnish to the Lessor a copy of the policy providing such coverage, together with evidence of prompt payment of all premiums due thereon. The Lessor and Lessee agree that the minimum amount of public liability

insurance shall be one million (\$1,000,000.00) dollars. The parties shall re-evaluate the amount of minimum coverage needed every five (5) years during the term of this lease. In the event a dispute arises over the amount of coverage needed, the Lessor's determination of the minimum coverage needed shall govern.

5.6: That at the expiration of this Lease or any extension thereof, it will return the leased Premises to the Lessor in as good condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy or damage or destruction by fire or other unavoidable casualty as hereinafter set forth. Lessee specifically agrees to promptly repair and replace any damage to the Premises occasioned by the negligence of the Lessee or its employees, agents or customers.

5.7: Should Lessor find it necessary to bring legal action to cure any default or breach of any covenant or condition hereof, including but not limited to the covenant to pay the rental as stated heretin, it is understood and agreed that the Lessor shall be entitled to an award of reasonable attorney fees, together with all court costs and expenses in connection with the enforcement of its claim.

ARTICLE VI: MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, as follows, to wit:

6.1: If the Lessee shall breach any of the terms of this Lease or if it shall fail to pay the rental for any period in excess thirty (30) days, and if such default continues after ten (10) days written notice to cure the same, then in any such event the Lessor shall have the right to retake possession of the leased Premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Premises

under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement.

6.2: If the leased Premises or any portion thereof be hereafter acquired by public authority through eminent domain or condemnation and if such taking or condemnation be such as to materially affect the purpose for which the Premises are rented, including but not limited to the taking of more than thirty (30%) percent of the parking area adjacent to the building on the leased Premises, then the Lessor shall have the option to substitute such additional parking area as to restore the usefulness of the Premises to Lessee or if the Lessor be unable to restore or unwilling to do so, the Lessee shall have the right to revoke this Lease. It is specifically agreed however, that the Lessee shall have no claim to any award for condemnation received by Lessor, any damages suffered by the taking of the Premises by an condemning authority to be damage to the Lessor, only.

6.3: Bankruptcy, assignment for the benefit of creditors or receivership by the Lessee, voluntary or involuntary, shall constitute a breach of this Lease at the option of the Lessor, whereupon Lessor shall be entitled to retake possession of the Premises in the same manner as if Lessee had failed to pay the rental when due.

6.4: If the leased Premises be destroyed by fire or other unavoidable casualty which is not due to the negligence of the Lessee or their agents, employees or customers, so as to render the same untenable and unfit for use and occupancy by the Lessee for a period in excess of thirty (30) days, then at the option of either party this Lease may be rescinded and become of no further force and effect. Provided, however, if the Premises may be repaired and restored to usefulness within a reasonable time, then at the option of

the Lessor the Premises may be restored and this Lease preserved and the rental shall cease for such time as the Premises are untenable by the Lessees.

6.5: The parties agree that Lessee shall be allowed to use the lot behind the Tobacco Barn for exhibits, so as long as said use does not interfere with the operations of the Lessor. Lessee shall notify Lessor at least thirty (30) days prior to the date that Lessee intends to use the lot. Lessor shall respond within fifteen (15) days as to whether or not Lessee's use of the lot will interfere with Lessor's operations. Lessor shall have the right to require Lessee to stop using the lot upon forty-five (45) days written notice.

6.6: In the event Lessor stops using the basement of the Tobacco Barn, Lessor hereby grants Lessee first option to lease said basement. In the event that Lessee exercises said option, said lease of the basement shall be incorporated into the current lease.

6.7: Each of the parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and assigns during the term herein created and is enforceable at law. The parties acknowledge their mailing addresses to be as noted beneath their signatures below and that all notices required under the terms hereof may be mailed to that address.

TO ALL OF WHICH the parties have heretofore agreed and in witness whereof,
have hereunto placed their Hand and affixed their Seals this day and date first above
written.

Signed, Sealed and Delivered
in the presence of:

Opal O. Preen
Stephanie Matheson

H. Frank Ables, Jr.
H. Frank Ables, Jr., Chair
Oconee County Council, Lessor
415 South Pine Street
Walhalla, SC 29691

Opal O. Preen
Stephanie Matheson

Patricia E. Embaudt
Heritage Center, Inc. Lessee
P. O. Box 395
Walhalla, SC 29691

STATE OF SOUTH CAROLINA)

ADDENDUM TO LEASE AGREEMENT

COUNTY OF OCONEE)

This addendum to the Lease Agreement dated June 20, 2001, between Oconee County, South Carolina, and the Oconee Heritage Center, Inc., (attached hereto as "Exhibit A") shall be incorporated into and made a part of said Lease Agreement for the premises known as the Tobacco Barn, located at the corner of Tugaloo Street and Broad Street in Walhalla, South Carolina. All terms, covenants, and conditions as set forth in said Lease Agreement (the "Lease Agreement") shall remain in full force and effect, except as amended herein.

It is agreed by and between the parties that the Lease Agreement shall be subject to the following terms and conditions:

1. Oconee Heritage Center, Inc., filed Articles of Amendment with the South Carolina Secretary of State on June 04, 2018, changing its name to Oconee History Museum, Inc.
2. Oconee History Museum, Inc., has requested that Oconee County acknowledge the corporate name change noted above and affirm the Lease Agreement with Oconee History Museum, Inc., as "Lessee" as if originally executed in its name.
3. Further, pursuant to Section 6.6 of the Lease Agreement, in the event the County ceased using the basement of the Tobacco Barn, Lessee was granted a first option to lease the basement, such additional premises to be incorporated into the lease premises. The County no longer uses the basement of the Tobacco Barn, and Lessee desires to add that portion of the Tobacco Barn to the lease premises.
4. Therefore, as evidenced by its execution below and by virtue of Oconee County Ordinance 2019-04, approving this Addendum, Oconee County hereby acknowledges Oconee History Museum, Inc., as Lessee under the Lease Agreement, and Oconee County adds to the lease premises the basement of the Tobacco Barn.
5. All other terms, covenants, and conditions of the Lease Agreement remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2019-06**

AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: February 19, 2019

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

"Bondholder" or the term **"Holder"** or any similar term means the registered owner of any outstanding Bond.

"Books of Registry" means the registration books maintained by the Registrar in accordance with Section 6 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Constitution" means the Constitution of the State of South Carolina, 1895, as amended.

"County Administrator" shall mean the Administrator or Interim Administrator of the County.

"County Council" means the County Council of Oconee County, South Carolina.

"County" means Oconee County, South Carolina.

"Enabling Act" shall mean Title 4, Chapter 15 of the South Carolina Code, as supplemented by Section 11-27-40 of the South Carolina Code.

"Fire District" means the Keowee Fire Tax District created and established pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, to provide fire protection services in a portion of the County.

"Government Obligations" means any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or (7) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

"Interest Payment Date" means either semi-annually on April 1 and October 1 of each year, or annually on April 1 of each year, or such other dates as determined by the County Administrator, commencing on April 1, 2020, or such other date as determined by the County Administrator.

"Ordinance" means this Ordinance.

"Paying Agent" means the County Treasurer or a bank or trust company appointed as paying agent pursuant to this Ordinance.

"Purchaser" means the initial purchaser of the Series 2019 Bond.

"Registrar" means the County Treasurer or a bank or trust company appointed as registrar pursuant to this Ordinance.

"Series 2019 Bond" means the General Obligation Bond (Keowee Fire Tax District) Series 2019, or such other appropriate series designation, in the aggregate principal amount of not exceeding \$550,000 authorized to be issued pursuant to Section 3 hereof.

"South Carolina Code" means the Code of Laws of South Carolina, 1976, as amended.

"State" means the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance enacted on August 19, 2003, as amended, the County Council created the Fire District to provide fire protection services in a portion of the County.

(c) By virtue of the Enabling Act, the County is empowered to issue general obligation bonds for any authorized purpose.

(d) Article X, Section 14 of the Constitution provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Pursuant to Article X, Sections 12 and 14(7)(b) of the Constitution, general obligation debt incurred pursuant to and within the limitations prescribed by Section 12 of Article X shall not be considered in determining the County's eight percent constitutional debt limitation. In compliance with the provisions of Article X, Section 12 of the Constitution a tax in an amount designed to provide debt service on the Series 2019 Bond shall be imposed upon the area or persons in the Fire District receiving the benefit of the fire protection services.

(e) The proceeds derived from the sale of the Series 2019 Bond shall be applied to defray the costs of acquisition of a rescue pumper fire truck (the "Equipment") for the Fire District and to defray the costs of issuance of the Series 2019 Bond. The Equipment is necessary and in the best interest of the County and the Fire District. The issuance of the Series 2019 Bond authorized by this Ordinance for such purpose is necessary, and such Series 2019 Bond will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Equipment will accrue to all persons and property within the Fire District.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$550,000 aggregate principal amount general obligation bond of the County to provide funds for the purposes set forth in Section 2(e) above.

SECTION 3. Authorization and Details of the Series 2019 Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, a not exceeding \$550,000 aggregate principal amount of general obligation bond (Keowee Fire Tax District) of the County to obtain funds for the purposes set forth in Section 2(e) above, including any accounting, financial and legal fees relating thereto and other incidental costs of issuing the Series 2019 Bond.

The Series 2019 Bond shall be designated "\$550,000 [or principal amount issued] General Obligation Bond (Keowee Fire Tax District), Series 2019, of Oconee County, South Carolina".

The Series 2019 Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of its delivery or such other date as the County Administrator determines; shall bear interest at the rate or rates determined by the County Administrator at the time of the sale thereof; may be issued as a single Bond in the denomination of not exceeding \$550,000; and shall mature on the maturity date in each of the years and in the principal amounts as determined by the County Administrator pursuant to Section 5 hereof.

Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, unless otherwise agreed upon by the County Administrator and the Purchaser of the Series 2019 Bond.

SECTION 4. Redemption Provisions. The Series 2019 Bond may be subject to prepayment or redemption upon such terms and conditions as the County Administrator and the Purchaser agree, including, but not limited to, terms and conditions specifying the manner of call and notice thereof.

SECTION 5. Authority to Determine Certain Matters. The County Council hereby authorizes the County Administrator to offer the Series 2019 Bond for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the County Administrator to:

- (a) determine the original issue date of the Series 2019 Bond;
- (b) determine the aggregate principal amount of the Series 2019 Bond to be issued if less than authorized by this Ordinance;
- (c) determine the Interest Payment Date (including the initial Interest Payment Date), and determine the maturity dates and principal amounts maturing on such dates;
- (d) determine whether the Series 2019 Bond will be subject to optional redemption prior to maturity and, if so, the terms and conditions of redemption;
- (e) designate the Paying Agent and Registrar for the Series 2019 Bond;
- (f) determine the date and time of sale of the Series 2019 Bond;
- (g) determine the manner in which the Series 2019 Bond shall be sold, including (i) negotiation of the terms of the sale of the Series 2019 Bond directly with the Purchaser;

and (ii) receipt of bids for the Series 2019 Bond on behalf of the County pursuant to a Notice of Sale in such form and distributed in such manner as shall be determined by the County Administrator;

- (h) award the sale of the Series 2019 Bond and determine the interest rate on the Series 2019 Bond;
- (i) determine whether to publish a notice of the enactment of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code;
- (j) negotiate and execute all other contracts and approve any other matters necessary to effect the issuance of the Series 2019 Bond;
- (k) determine whether the Series 2019 Bond shall be designated as "qualified tax exempt obligation as defined in Section 265(b)(3) of the Code; and
- (l) to approve any other matters necessary to effect the issuance of the Series 2019 Bond.

After the sale of the Series 2019 Bond, the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Series 2019 Bond.

SECTION 6. Registration of the Series 2019 Bond. The Series 2019 Bond shall be registered in the name of the Purchaser thereof, as the registered owner, at the office of the Treasurer of Oconee County or at the office of a bank or trust company designated by the Purchaser and approved by the County Administrator on the Books of Registry to be kept for that purpose, and such registration shall be noted on the registration attached to the Series 2019 Bond, after which no transfer of such Series 2019 Bond shall be effective unless made on such Books of Registry by the registered owner in person or its duly authorized legal representative and similarly noted on the Series 2019 Bond.

With the consent of the Purchaser of the Series 2019 Bond, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2019 Bond, the Series 2019 Bond may be sold or transferred by the Purchaser thereof only to purchasers ("Qualified Investors") who execute an investment letter delivered to the County, in form satisfactory to the County (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2019 Bond. Such restrictions shall be set forth on the face of the Series 2019 Bond and shall be complied with by each transferee of the Series 2019 Bond.

SECTION 7. Execution of Series 2019 Bond. The Series 2019 Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council (or in his absence the Vice Chairman of Council), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2019 Bond. The Series 2019 Bond and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 OCONEE COUNTY
 GENERAL OBLIGATION BOND
 (KEOWEE FIRE TAX DISTRICT),
 SERIES 2019

\$ _____

R- _____

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____ (the "Bank"), in _____, its successors or registered assigns, the principal amount of \$ _____ together with interest on the unpaid principal balance hereof at the rate of ____% per annum until this Bond matures or is earlier redeemed. Interest on this Bond is payable on _____, _____, and [semi]annually thereafter on April 1 [and October 1] of each year until the final maturity [or earlier redemption] of this Bond. Principal on this Bond is payable in annual installments on [April 1] of each of the years and in the principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both the principal of and interest on this Bond are payable at the office of [the County Treasurer in Walhalla, South Carolina], without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity or earlier redemption.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"); Title 4, Chapter 15 and Title 11, Chapter 27, Code of Laws of South

Carolina, 1976, as amended (the "South Carolina Code"); and Ordinance No. ___ duly enacted on February 19, 2019 by the County Council of the County (the "Ordinance") for the purpose of acquiring fire protection equipment for the Keowee Fire Tax District (the "Fire District") created by ordinance of the County enacted on August 19, 2003.

For the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

[This Bond shall be subject to prepayment or redemption at any time at the option of the County, as a whole or in part, at the principal amount thereof and interest accrued on such principal amount to be redeemed to the date fixed for redemption, without payment of any premium or penalty.] In the event this Bond is called for redemption, the County shall give notice of redemption of this Bond by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than [five (5)] business days prior to the date fixed for redemption thereof.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of [the County Treasurer, as Registrar, in Walhalla, South Carolina,] by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds in the same aggregate principal amount, interest rate, and maturity date shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the State Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that for the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on this Bond.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be signed with the [manual or facsimile] signature of the [Vice-]Chairman of County Council, attested by the [manual or facsimile] signature of the Clerk to the County Council under the corporate seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the ____ day of _____, 2019.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

[Vice-]Chairman

ATTEST:

Clerk to County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this ____ day of _____, 2019.

[Treasurer of Oconee County,
South Carolina]

SECTION 9. Security. For the payment of the principal and interest on the Series 2019 Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, sufficient to pay the principal and interest of the Series 2019 Bond as they respectively mature and to create such sinking funds as may be necessary therefor; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Series 2019 Bond.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2019 Bond, and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax in an amount sufficient to pay the principal installments and interest on the Series 2019 Bond as they respectively mature, and to create such sinking fund as may be necessary therefor.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and

satisfied as to any portion of the Series 2019 Bond, and such Series 2019 Bond shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2019 Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2019 Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Series 2019 Bond shall no longer be deemed to be outstanding hereunder, such Series 2019 Bond shall cease to draw interest from the maturity date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Series 2019 Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Sale of Series 2019 Bond, Form of Notice of Sale. A Notice of Sale in the form attached as Exhibit B may be distributed to prospective bidders and, unless the Series 2019 Bond is sold at a private sale pursuant to Section 11-27-40(4) of the South Carolina Code, a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina, not less than seven (7) days prior to the date set for such sale.

In the event the Series 2019 Bond is sold at private sale as authorized by Section 11-27-40(4) of the South Carolina Code, not less than seven (7) days prior to the delivery of the Series 2019 Bond, notice of intention to sell the Series 2019 Bond at a private sale shall be given by publication in a newspaper of general circulation in the County in substantially the following form:

NOTICE REGARDING SALE OF \$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019, OF
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of the S.C. Code § 11-27-40(4), Oconee County, South Carolina, by Ordinance No. _____ enacted on February 19, 2019, approved the sale of a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina. The Bond will be sold to _____, at a purchase price of \$ _____; will bear interest at the rate of ___% per annum, payable on April 1 [and October 1] of each year commencing [April][October] 1 ____; will be dated as of the date of delivery; and will mature in annual installments of principal on April 1 in each

of the years and in the principal amounts as follows:

Year	Principal Amount
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\$

Oconee County, South Carolina

SECTION 13. Filings with Central Repository. In accordance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual independent audit of the County within thirty days (30) of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 14. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2019 Bond shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time to acquire and install the Equipment and to pay costs of issuance of the Series 2019 Bond.

SECTION 15. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2019 Bond and this Ordinance, such notice in the form attached hereto as Exhibit A, in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 16. Federal Tax Covenants. The County covenants and agrees with the holders of the Series 2019 Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2019 Bond to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2019 Bond and that no use of the proceeds of the sale of the Series 2019 Bond shall be made which, if such use had been reasonably expected on the date of issue of such Series 2019 Bond would have caused the Series 2019 Bond to be "arbitrage bonds", as defined in the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2019 Bond is outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2019 Bond.

SECTION 17. Miscellaneous. The County Council hereby authorizes the County Administrator to retain Burr Forman McNair as bond counsel and Compass Municipal Advisors as financial advisor in connection with the issuance of the Series 2019 Bond. The County Council further authorizes the County

Administrator, Chairman to County Council, Vice-Chairman to County Council, Finance Director, and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Series 2019 Bond or make modifications in any documents including but not limited to the form of the Series 2019 Bond.

SECTION 18. Repeal of Conflicting Ordinances. All rules, regulations, resolutions, ordinances, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2019 Bond is, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

SECTION 19. Codification. This Ordinance shall be forthwith codified in the County Code of Ordinances in the manner required by law.

SECTION 20. Effective Date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page to follow]

Enacted by the County Council of Oconee County, South Carolina, this 19th day of February, 2019.

OCONEE COUNTY, SOUTH CAROLINA

**Chair, County Council
Oconee County, South Carolina**

**County Administrator
Oconee County, South Carolina**

(SEAL)

ATTEST:

**Clerk to County Council
Oconee County, South Carolina**

**Date of First Reading: January 22, 2019
Date of Second Reading: February 5, 2019
Date of Public Hearing: February 19, 2019
Date of Third Reading: February 19, 2019**

[Signature page]

Exhibit A

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the [6:00 p.m.] meeting of Oconee County Council on [February 19, 2019], at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue a not exceeding \$550,000 General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Series 2019 Bond"), the proceeds of which will be applied to defray the costs of a rescue pumper fire truck for use by the Keowee Fire Tax District.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2019 Bond.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

Exhibit B

FORM OF NOTICE OF SALE

NOTICE OF SALE

\$ _____
GENERAL OBLIGATION BOND
(KEOWEE FIRE TAX DISTRICT), SERIES 2019,
OCONEE COUNTY, SOUTH CAROLINA
STATE OF SOUTH CAROLINA

[BANK QUALIFIED]

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of a \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 (the "Bond"), of Oconee County, South Carolina (the "County") will be received by the Finance Director, Ladale Price, on behalf of the County in the County's offices, 415 S. Pine Street, Walhalla, South Carolina, 29691 until [11:00 a.m.], South Carolina time, on _____, 2019, at which time such proposals will be publicly opened.

Mailed or Hand-Delivered Proposals: Each hand-delivered proposal should be enclosed in a sealed envelope marked "Proposal for \$ _____ * General Obligation Bond (Keowee Fire Tax District), Series 2019 of Oconee County, South Carolina" and should be mailed or hand-delivered to Ladale Price, Finance Director at the address in the first paragraph hereof.

E-mail Proposals: E-mail proposals may be e-mailed to the attention of Ladale Price, Finance Director, at lprice@oconeesc.com with a copy to Michael W. Burns, Esq., Bond Counsel, at mburns@burr.com, and a copy to Brian Nurick, Financial Advisor, at proposals@compassmuni.com.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED ON BEHALF OF THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Bond: The Bond will be issued as a single, fully registered bond; will be registered as to principal and interest in the name of the purchaser thereof; will be dated as of the date of its delivery or such other date as the County Administrator determines; will bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) payable on [April 1] of each year commencing [April 1, 2020], until final maturity or prior redemption; and will mature in successive annual installments on [April 1] in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>
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* Subject to adjustment, as described herein.

Redemption Provisions:

Paying Agent and Registrar: The Oconee County Treasurer or a bank or trust company selected by the County Administrator will act as Paying Agent and Registrar for the Bond.

Bid Requirements: Bidders shall specify a single, fixed rate of interest per annum which the Bond is to bear. For purposes of bid computations, it is assumed the Bond will be dated _____, 2019. The Bond is being sold at par. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval. All proposals must specify the amount of all commitment and other fees the bidder may require the County to pay, if any, and the maximum amount of any out-of-pocket costs and expenses (including, but not limited to, legal counsel fees) for which the County may be required to reimburse the bidder, if any. It is requested, but not required, that your bid be submitted on the attached bid form.

Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the Internal Revenue Code, changes in the bidder's capital requirements or cost of capital, or for any other reason (other than loss of tax exemption due to the actions or omissions of the County) will be rejected.

Adjustment of Principal Amount and/or Maturity Schedule: The County reserves the right to adjust the aggregate principal amount of the Bond, or the principal repayment schedule of the Bond. The County anticipates that it will adjust the principal repayment schedule of the Bond in order to achieve approximately level annual debt service. In the event of any such adjustment, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, for purposes of the County's evaluation of the bids, true interest cost will be determined solely on the basis of the Bond offered, without taking into account any adjustment to the aggregate principal amount of the Bond, or to the principal amount of any maturities of the Bond, pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any adjustment to the principal amount or maturities of the Bond as described herein.

Award of Bid: The Bond will be awarded to the bidder that provides the most advantageous proposal, as determined by the County in its sole and absolute discretion. Proposals will be evaluated on various factors, including the interest rate, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The interest cost of the Bond will be determined on a lowest true interest cost (TIC) basis. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bond, respectively (computed at the interest rate specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months), to the dated date of the Bond, results in an amount equal to the price bid for the Bond. In the case of a tie bid for the Bond, the winning bid will be the first of the tied bids to have been received. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids are anticipated to be accepted or rejected no later than 5:00 p.m., South Carolina time, on the date of the sale. Any fees or charges of the bidder to be paid by the County will be treated as additional interest.

Good Faith Deposit: No good faith check is required.

Purpose: The Bond is being issued for the purpose of defraying the costs of acquisition of a rescue pumper fire truck for the Fire District and costs of issuance of the Bond.

Security: For the payment of the principal and interest of the Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit and taxing power of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Fire District an ad valorem tax in an amount designed to provide debt service on the Bond.

[Initiative and Referendum: Section 4-9-1220 of the Code of Laws of South Carolina, 1976, as amended, provides that within 60 days after the enactment of any ordinance authorizing the issuance of general obligation bonds, a petition signed by 15% of the qualified electors of the County may be filed with the Clerk to County Council requesting that the ordinance be repealed. The Ordinance authorizing the Bond was enacted on February 19, 2019. In the event that such a petition is filed, the County reserves the right to rescind the award of the sale of the Bond without any liability to the County.]

Legal Opinion: The issuance of the Bond is subject to the approving opinion of Burr Forman McNair, Bond Counsel, as to the validity of the issuance of the Bond under the Constitution and laws of the State.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Bond, including, among other things, permitted uses and investment of the proceeds of the Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Bond becoming subject to federal income taxation retroactive to the date of issuance of the Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Bond to be taxable retroactively to the date of issuance.

Interest on the Bond is not an item for tax preference for purposes of the federal alternative minimum tax.

The Purchaser of the Bond should consult its tax advisors with respect to collateral tax consequences of ownership of the Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

[Bond "Bank Qualified": The County has designated the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

South Carolina Taxation: The interest on the Bond is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Bond will be included in such computation.

Financial Advisor: Compass Municipal Advisors, LLC has acted as Financial Advisor to County in connection with the issuance of the Bond. In this capacity, Compass Municipal Advisors, LLC provided technical assistance in the preparation of this Notice of Sale and assisted the County in preparing for this financing.

Certificate of Lender: The successful purchaser of the Bond will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Bond.

Delivery: The Bond will be delivered on or about _____, 2019, in Walhalla, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: Bidders may not rely on this Notice of Sale as to the complete information concerning the Bond. Persons seeking additional information should communicate with:

Ladale V. Price
Oconee County, South Carolina
Finance Director
864.638.4235
email: lprice@oconeesc.com

Michael W. Burns, Esq.
Burr Forman McNair
864.271.4940
email: mburns@burr.com

Brian Nurick
Compass Municipal Advisors, LLC
Managing Director
803.733.1604
e-mail: brian.nurick@compassmuni.com

Brandon T. Norris, Esq.
Burr Forman McNair
864.271.4940
email: bnorris@burr.com

Oconee County, South Carolina

Exhibit A

FORM OF WRITTEN CONFIRMATION OF LENDER

[Date of Closing]

Oconee County, South Carolina
Walhalla, South Carolina

Burr Forman McNair
Greenville, South Carolina

Compass Municipal Advisors, LLC
Columbia, South Carolina

\$_____ General Obligation Bond (Keowee Fire Tax District), Series 2019

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as purchaser of the above-referenced Bond (the "*Lender*"), has agreed to purchase the above-referenced Bond issued by Oconee County, South Carolina (the "*County*").

The Lender hereby represents to you that:

- (1) The Bond is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Bond may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the Bond is represented solely by the Bond, which is a contract between the parties thereto.
- (4) The Bond is not rated by a credit rating agency.
- (5) The Bond is not assigned a CUSIP number.
- (6) Assignment of Lender's rights under the Bond is subject to the terms and conditions of the Bond.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Bond or any obligations thereunder.
- (8) The terms of the Bond have been negotiated between Lender and the County.

- (9) The obligations of the Lender under the Bond will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Bond as a loan, not a security, for accounting and regulatory purposes.
- (11) Registration is in physical form, in name of the Lender.
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the purchase of the Bond.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Bond, and other material factors affecting the security for and payment of the County's obligations under the Bond.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bond and the security therefor, so that as a reasonable lender, it has been able to make its decision to purchase the Bond.
- (15) The Lender understands that the scope of engagement of Burr Forman McNair, as Bond Counsel, with respect to the Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Bond.

[LENDER]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-07**

**AN ORDINANCE TO AMEND CHAPTER 22 OF THE
OCONEE COUNTY CODE OF ORDINANCES, ENTITLED
PARKS, RECREATION, AND TOURISM; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” primarily by modifying the language relating to County park rangers serving as code enforcement officers, among other matters; and

WHEREAS, County Council has therefore determined to modify Chapter 22 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to read as set forth in “Attachment A,” which is attached hereto and incorporated herein by reference.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: February 5, 2019
Third Reading: February 19, 2019
Public Hearing: February 19, 2019

EXHIBIT A

Chapter 22 - PARKS, RECREATION, AND TOURISM

ARTICLE I. - IN GENERAL

Sec. 22-1. - Waterfowl and game sanctuary.

- (a) *Established; restrictions.* The portion of the watershed lake located on property owned by Oconee County ("County"), adjacent to Hunter's Run Subdivision and near the Lakeview Rest Home in the area on the eastern side of the lake extending to a dirt road presently existing, is hereby designated as a waterfowl sanctuary or preserve. The portion of property owned by the County, adjacent to the waterfowl sanctuary or preserve and lying north of County Road TU 7 that is presently in pasture and contains approximately 41.5 acres, is hereby designated as an all-game preserve or sanctuary. The entire portion of property owned by the County, lying north of County Road Number TU 7, is hereby declared to be restricted from the discharge of firearms.
- (b) *Prohibited and permitted acts.*
- (1) It shall be unlawful for any person to hunt, maim, trap, and/or kill wild game, particularly waterfowl, on, in or over the areas designated as a waterfowl sanctuary or preserve pursuant to subsection (a) of this section and/or the area designated as an all-game preserve or sanctuary pursuant to subsection (a) of this section.
 - (2) It shall be unlawful for any person to discharge a firearm on, in, or over the entire portion of property owned by the County designated in subsection (a) of this section.
 - (3) Nothing contained in this section shall be construed to prohibit fishing, swimming, or boating in the watershed lake.
- (c) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-2. - Regulation of traffic on Poor Farm Lake.

- (a) *Prohibited acts.* It shall be unlawful for any person to operate or use any type of motorized vehicle upon any real property owned by the County located in the Wagner Township of Oconee County, South Carolina, and in particular, that property upon which is designated as Water Shed Dam 1-A, commonly known as Poor Farm Lake, except upon such roadways as are clearly marked or designated for vehicular traffic. This prohibition shall not apply to duly constituted and authorized federal, state, or local government personnel, agents, or officers engaged in the lawful performance of their duties.
- (b) *Penalty for violation of section.* Any person found violating any portion of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Secs. 22-3—22-30. - Reserved.

ARTICLE II. - RESERVED

Secs. 22-31—22-70. - Reserved.

ARTICLE III. - CODE ENFORCEMENT OFFICERS

Sec. 22-71. - Legislative findings.

The Oconee County Council (“County Council”), as the governing body of the County, is authorized to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County pursuant to the provisions of S.C. Code § 4-9-145. The County Council, incident to the enactment of this section, finds that code enforcement powers should be conferred upon certain County park rangers in order to promote the proper security, general welfare, and convenience of the County in relation to County parks and recreation areas.

Sec. 22-72. - Appointment authorized.

The County Council, as the governing body of the County, shall appoint and commission such code enforcement officers from time to time as may be necessary for the proper security, general welfare and convenience of the County, as provided by S.C. Code § 4-9-145.

Sec. 22-73. - Terms of office.

Code enforcement officers commissioned by the County Council pursuant to the provisions of this article shall hold such commission for the duration of their employment, unless the same is terminated earlier at the discretion of the County Council.

Sec. 22-74. - Powers and authority.

County code enforcement officers appointed pursuant to the provisions of this article:

- (1) Shall be appointed and commissioned for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, the code enforcement officers shall not perform any custodial arrests in the exercise of their duties.
- (2) Shall have code enforcement authority extending throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the County as regards County parks and recreation areas. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Secs. 22-75—22-110. - Reserved.

ARTICLE IV. - USE OF PARKS AND RECREATION AREAS

Sec. 22-111. - Authority of the Director of the County Parks, Recreation and Tourism Department; implementation of rules.

The Director of the County Parks, Recreation and Tourism Department (the "Director"), with the approval of the County Administrator, shall have the authority to implement necessary rules and regulations concerning the conduct, admission, and regulation of users of all County parks and recreation areas open to the general public, not inconsistent with the provisions of this article. The Director shall notify the County Council Clerk and the County Council in writing 30 days prior to the implementation of such rules and regulations. The County Council may change any rules upon a majority vote of the Council with a quorum present.

Sec. 22-112. - Violations of County parks and recreation areas rules; trespass; notice; appeals.

Any person who is directed by County parks and recreation area officials or law enforcement officials to abandon or leave a County park and recreation area for violation of park and recreation area rules or violations of this article, and who, after such notice, refuses to do so, as directed, shall be guilty of trespass and punished in accordance with the dictates of this article. If a person refuses to comply with County parks and recreation area rules or has multiple violations of County parks and recreation area rules, the Director or his designee may expressly notify such person, in writing, via a "Trespass Notice," that such person no longer has permission to use County parks or recreation areas. After a period of one year from the issuance of the Trespass Notice, unless a shorter time is indicated on the notice, the subject person may petition the Director for permission to again utilize County parks and recreation areas. Any person who receives such notice may appeal the Director's decision to the County Council. After receiving such notice, any person who violates the restrictions set out in the Trespass Notice shall be guilty of trespass and shall be punished in accordance with the dictates of this article.

Sec. 22-113. - Penalty for violation of article.

Any person violating the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7 of the Oconee County Code of Ordinances.

Sec. 22-114. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages and *alcoholic liquors* means any beer, malt, wine, spirits, liquors, or other beverages whose sale is regulated and licensed by the state alcoholic beverage control commission.

Corps means the United States Army Corps of Engineers.

County parks and recreation areas means all public parks, public recreation areas, and associated or related facilities, which are owned, operated and/or maintained by Oconee County, and which are located in the unincorporated portions of the County, including public access areas, public recreation areas, camping areas, and all areas designed and established for the use of the public, to include those areas for the parking of motor vehicles, to gain access to Lake Hartwell, Lake Jocassee, Lake Keowee, Chauga River, Ramsey Creek, and all other rivers, streams, and waters located within the boundaries of the County, as well as parking and recreational areas for access to public lands and the Sumter National Forest, or other wilderness

areas. Excluded from this definition are all municipal, state, or federal parks and recreation areas and facilities, which are located within the County, but which are outside of the jurisdiction of Oconee County government.

Hartwell Lake Recreation Areas means all public parks, public recreation areas and facilities located on or adjacent to Hartwell Lake in the County under the concurrent jurisdiction of the United States Army Corps of Engineers and the Oconee County Sheriff's Office as well as properties leased to Oconee County for recreation management.

Parks, Recreation and Tourism Department means the Oconee County Parks, Recreation and Tourism Department.

Sec. 22-115. - Prohibited acts.

It shall be unlawful for any person to commit any of the following acts at any County park or recreation area:

- (1) Destroying, defacing, disturbing, disfiguring, or removing any part of any building, sign, structure, or equipment.
- (2) Destroying, cutting, breaking, removing, defacing, mutilating, injuring, taking, or gathering any tree, shrub, other plant or plant part, rock, mineral, or geological feature except by permit issued by the Parks, Recreation and Tourism Department.
- (3) Building any fire in any place other than those specifically designated for such a purpose.
- (4) Disposing of litter, garbage, or other refuse in places or receptacles other than those specifically provided for such purpose. Such unlawful disposing of litter, garbage, or refuse shall include:
 - a. Dumping any refuse or waste from any trailer or other vehicle except in places or receptacles provided for such use.
 - b. Cleaning fish or food, or washing clothing or articles for household use in any sink or at any faucet located in restrooms.
 - c. Polluting or contaminating any water used for human consumption.
 - d. Using County park or recreation area refuse containers or facilities for dumping household or commercial garbage or trash brought as such from private property.
 - e. Depositing, except into receptacles provided for that purpose, any body waste, or depositing any bottles, cans, clothes, rags, metal, wood, stone, or other damaging substance in any fixture in any restroom or other structure.
- (5) Possessing any firearm, air gun, explosive, or firework, except by duly authorized park personnel, law enforcement officers, or persons using areas specifically designated by the Director of the Parks, Recreation and Tourism Department and/or the Corps for use of firearms, air guns, fireworks, or explosives.

- (6) Operating vehicles in a careless manner, or in excess of posted speed limits, or in areas other than those specifically intended for vehicular traffic. A violation of any of the following provisions constitutes the unlawful operating of a vehicle:
- a. Motorbikes, minibikes, mopeds, motor scooters, go-carts, and any other types of motorized vehicles shall not be driven in any area or on any trail not intended for their use. Only licensed and insured motorized vehicles shall be allowed on park or recreation area roads, unless specifically approved by the Director of the Parks, Recreation and Tourism Department or the park superintendent.
 - b. No motorized vehicle of any kind shall be allowed on horse trails, hiking trails, or beach areas unless utilized for ADA mobility.
 - c. Motor vehicles shall not be driven on roads in developed recreation sites for any purpose other than access into or egress out of the site by persons lawfully using or occupying such areas.
 - d. No motorized vehicle of any kind shall be operated at any time without a muffler in good working order, or in such a manner as to create excessive or unusual noise or annoying smoke, or using a muffler cutoff, bypass or similar device.
 - e. No person shall excessively accelerate the engine of a motor vehicle or motorcycle when such vehicle is not moving or is approaching or leaving a stopping place.
 - f. Vehicles shall not be permitted in a cabin or camping area unless the operator thereof is a registered guest within the area, except for the express intent of renting such area or with prior permission of authorized park officials.
 - g. Electric golf carts may be operated at all County parks and recreation areas subject to the following regulations:
 - i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.
 - ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.
 - iii. Golf carts shall only be driven on park or recreation area roads.
 - iv. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.
 - v. No golf carts shall be operated after 10 p.m. except for emergencies and/or trips to the bath house(s).
 - vi. Only golf carts with headlights and taillights may be driven between sunset and sunrise.
- (7) Using privately owned boats or gasoline motors on any waters lying within the jurisdiction of the County in a reckless or careless manner or in violation of any posted rules and regulations including, but not limited to, wake zones.
- (8) By way of example and not limitation, the following are generally prohibited from taking off, landing, or operating on or within County parks and recreation areas:

airplanes, including ultralight aircraft; unmanned flying aircraft (drones, unmanned aircraft systems, remote controlled model aircraft, and the like); balloons; parachutes; or other apparatus for aviation. In some limited circumstances, certain of these machines may be operated within designated areas of County parks and recreation areas after the operator obtains a special activity permit.

- (9) No person using or occupying public park and recreation area, which come within the Hartwell Lake Recreation Areas, as defined in section 22-114 and/or within the jurisdiction of the County Parks, Recreation and Tourism Department, as defined in section 22-114, shall possess or consume any alcoholic beverage, of any type. The County Council may, however, allow a County park or recreation area to be used for a private social function at which alcoholic beverages may be legally consumed at such place, time, and circumstances as allowed by the Council.
- (10) Acting in a disorderly manner or creating any noise which would result in annoyance to others. Acting in a disorderly manner shall include inciting or participating in riots, or indulging in boisterous, abusive, threatening, indecent, or disorderly conduct or other breaches of the peace. In addition to other authorized penalty provisions, anyone in violation of this subsection may be ejected from the park or recreation area and shall not be entitled to a refund of any fee or rental.
- (11) Entering or remaining within the limits of the park or recreation area while in an intoxicated or drug-impaired condition.
- (12) Operating or using audio devices, including radio, television, musical instruments or any other noise producing devices, such as electrical generators, and equipment driven by motor engines, in such a manner and at such times as to disturb other persons, and no person shall operate or use any public address system, whether fixed, portable or vehicle mounted, except when such use or operation has been approved by the Director of the Parks, Recreation and Tourism Department, the park superintendent or Corps officials.
- (13) Engaging in or soliciting business within a park or recreation area except where authorized by the Director of the Parks, Recreation and Tourism Department, and no person shall distribute, post, place or erect any bills, notices, paper, or advertising device or matter of any kind without consent of the Director of the Parks, Recreation and Tourism Department.
- (14) Swimming in areas not designated for the purpose and/or failing to obey all posted rules while swimming.
- (15) Bringing a dog or any other animal into a park or recreation area unless it is crated, caged or upon a leash not longer than six feet or otherwise under physically restrictive control at all times. For this purpose:
 - a. No person shall leave any dog or other animal unattended within any park or recreation area.
 - b. No person shall keep in a park or recreation area a noisy, vicious, or dangerous dog or animal, or one which is disturbing to another person after he has been asked to remove such animal.

- c. No person shall bring a saddle, pack, or draft animal into a site, which has not been developed to accommodate it.
 - d. No person shall bring an animal into any beach area, except where such animal is necessary to assist the owner with a physical handicap.
 - e. The owner of any animal shall be responsible for cleaning up and properly disposing of any waste from such animal.
- (16) Entering a facility or area without regard to restrictions on public use. These restrictions on public use shall include the following provisions and a violation of such provisions shall be considered to be a violation of this subsection:
- a. All County parks and recreation areas shall be closed between the hours of 10:00 p.m. and 7:00 a.m. each day, including Sunday. The Director of the Parks, Recreation and Tourism Department, with the approval of the County Council, may designate different hours of operation for the various County parks or recreation areas. It shall be unlawful for any person to enter or to remain in such public parks, recreation areas and facilities during closed hours, with the following exceptions:
 - 1. When such use or entry is for the exclusive purpose of launching or removing boats, and then only if such launching and retrieval of boats takes place within a reasonable time;
 - 2. Those areas contained and encompassed in such parks or recreation areas designated for camping or occupancy by recreational vehicles, and then only if such occupants are lawfully engaged and occupied in camping and/or parking of recreational vehicles or are the invited guests of any person so lawfully occupied;
 - 3. When such use or entry is for the exclusive purpose of fishing and then only if such persons who are fishing are not disturbing others in the surrounding area.
 - b. No person shall make, use, or gain admittance or attempt to use or gain admittance to facilities within any County park or recreation area, for which a charge is made, without paying the fee.
 - c. No person shall remain in any County park or recreation area if he refuses to pay the required fee to enter and use the park or recreation area.
 - d. No person shall enter any park or any park or recreation area when it is closed to the public.
 - e. No person shall willfully provide erroneous information for any campsite or cabin registration.
 - f. No person shall occupy a campsite for a consecutive period longer than thirty (30) days without permission from the Director of the Parks, Recreation and Tourism Department or the park superintendent.
- (17) Killing, harming, or harassing any mammal, bird, reptile, or amphibian or hunting in any area except those areas designated for hunting.

- (18) Only campers and their guests are allowed in a campground. Cruising is prohibited in campgrounds.**
- (19) All camping units must have current license plate or registration in order to camp. Campers must be at least eighteen (18) years old and have a valid picture ID to register for camping. Campers are responsible for their guests.**
- (20) Camping is allowed only at designated sites. Only one (1) camper and one (1) tent, or two (2) tents are allowed per site, and not more than two (2) vehicles and six (6) persons, including visitors are permitted. Washing of vehicles, campers, or boats on site is prohibited**
- (21) All guests must leave the park before gate closing time unless staying overnight. A fee will be charged for opening a gate for other than emergencies.**
- (22) All posted speed limits and other regulations shall be followed.**
- (23) Due to underground wiring, digging and/or trenching is prohibited. The use of wood, fiberglass, or plastic tent stakes is permitted**
- (24) Day use recreation areas and picnic areas are available on a first come first serve basis unless reserved. The Recreation building and some shelters are available by reservation only.**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-08**

**AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD
ENCROACHMENT PERMIT POLICY AND ENCROACHMENT
PERMIT APPLICATION; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by Section 4-9-30, South Carolina Code, 1976, as amended (the "Code"), among other sources, to provide for a system of public works, including roads and bridges, for the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 ("Roads and Bridges") of the Oconee County Code of Ordinances (the "County Code"), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and

WHEREAS, pursuant to O.C. Code § 26-7(e), Oconee County Council deems it necessary and proper to amend the County's Encroachment Permit Policy and Encroachment Permit Application, in the form attached hereto as Exhibit A, which shall govern excavations within, encroachments upon, and other alterations of county-maintained roads, rights-of-way, and easements.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Oconee County's Encroachment Permit Policy and Encroachment Permit Application are hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: January 22, 2019
Second Reading: February 5, 2019
Third Reading: February 19, 2019
Public Hearing: February 19, 2019

EXHIBIT A

OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT

ENCROACHMENT PERMIT POLICY

I. GENERALLY

1.1 It shall be unlawful for any utility, business, entity, or individual to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way, except in accordance with Oconee County Code of Ordinances (the "Code"), Section 26-7 (the "Section"), and this Policy.

1.2 Any utility, business, entity, or individual desiring to excavate within, encroach upon, or in any other way alter a County-maintained road, easement, or right-of-way shall notify the Oconee County Roads and Bridges ("OCR&B") department of the proposed activity by submitting an application for an Encroachment Permit ("Permit"). A Permit ensures that all activities will be performed in accordance with applicable design and construction standards; that anyone working within the County-maintained road, easement, or right-of-way shall have sufficient insurance necessary to safeguard the public interest; that facilities will be properly located within the right-of-way to prevent obstruction of and damage to existing facilities and public and private property; and that all activity will be performed in accordance with applicable federal, state, and local law, as well as this Policy.

1.3 A copy of an issued Permit shall be maintained by the Applicant / Permittee (Applicant becomes Permittee after issuance of an Encroachment Permit) and kept at the worksite at all times during the permitted activity, except for Annual Blanket Permit holders, which are only required to notify the OCR&B department of work recently performed. Failure to obtain a Permit or failure to comply with the terms of a Permit shall result in a civil penalty of \$500 per day. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and shall be punishable pursuant to Section 1-7 of the Code. Upon issuance of a civil penalty, all activity at the worksite must immediately stop until the penalty has been paid in full and a Permit has been issued or the Applicant / Permittee complies with the terms of the existing Permit. Failure to stop the activity at the worksite after issuance of a civil penalty constitutes a separate offense under the Code.

1.4 If a bond is required by the Code or hereunder, a surety bond, cash bond, or Irrevocable Letter of Credit from an accredited lending institution must be posted with Oconee County prior to issuance of the Permit and will be held for a period of eighteen (18) months after all permitted work has been completed. The cash / bond is refundable after the eighteen (18) month period upon a final inspection by the OCR&B department, confirming that all work has been satisfactorily completed.

II. ENCROACHMENT PERMITS ("PERMITS")

2.1 Permits must be obtained at least forty-eight (48) hours prior to initiating any activity within a County-maintained road, easement, or right-of-way. Permit application forms and a schedule of required fees and security, as amended periodically by County Council, shall be made available upon request to the Oconee County Roads and Bridges department, located at 15022 Wells Highway, Seneca, South Carolina (864-886-1072).

2.2 The Applicant / Permittee should be familiar with the proposed activity within the County-maintained road, right-of-way, or easement, or secure the assistance of a qualified contractor to represent the Applicant / Permittee, and should be prepared to discuss the proposed activity with the OCR&B department at the time of application. The Applicant / Permittee shall be required to submit a sketch or drawing with each Permit application. Depending upon the complexity of the proposed activity (as determined by the OCR&B department) three sets of detailed engineering plans may be required to provide sufficient information regarding the horizontal and vertical placement of the proposed facilities, such as the area of placement, proximity to existing facilities, safety measures needed to protect the public, and methods of protection of public and private facilities from damage during and after construction.

2.3 Except as noted below, licensed, insured, and bonded contractors, or utility companies shall be required to perform all activities within the County-maintained road, right-of-way, or easement. The issuance of Permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed, insured, and bonded contractor is not required to ensure and protect the integrity of the roadway and the safety of the public, and to situations involving the installation of driveways (where the use of licensed, insured, and bonded contractors may be required, but the Permit will nevertheless be issued to individual owners of property involved). Permits, however, shall not be issued to individuals without the use of a licensed, insured, and bonded contractor if the proposed activity requires compaction of fill, erosion protection measures, or other activities that would place at risk the integrity and stability of the County-maintained road right-of-way, in any event.

2.4 A contractor or utility company acting as an authorized agent for an Applicant / Permittee may secure a Permit, upon sufficient proof of such agency, or authority. However, by signing the application, the agent as well as the Applicant / Permittee accepts all responsibility for all activity associated with the Permit and both must sign the application.

2.5 Permits shall be valid for a period of time not to exceed ninety (90) days from the date of issuance, unless specifically approved for a longer period of time by the OCR&B department. A Permit may be extended for an additional reasonable period of time, upon good cause shown, as determined by the OCR&B department. Applicants / Permittees or their agents working under an expired Permit shall be subject to the same penalties as an individual or entity working without or failing to comply with the terms of a Permit.

2.6 The Applicant / Permittee, or any agent or employee of the Applicant / Permittee, shall obtain all necessary information related to the existence and location of all existing surface and underground facilities. The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to work permitted by the County pursuant to an encroachment permit, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.

2.7 Upon completion of the permitted activity, the Applicant / Permittee shall restore the County-maintained road, right-of-way, or easement to its original condition, pre-construction, ensuring that all repairs conform to the requirements contained in the current edition of the SCDOT Standard Specifications for Highway Construction Manual, the Permit, this Policy, and the Code. Eighteen (18) months after completion of the permitted activity, security funds held by the County, if any, shall be returned to the Applicant / Permittee, provided the OCR&B department, upon final inspection, approves the work. If the OCR&B department deems the repair to be unacceptable, then it shall notify the Applicant / Permittee of the unacceptable work, and provide the applicant thirty (30) days to correct it, before permanently retaining the security to properly repair and restore the County-maintained road, right-of-way, or easement to its original condition. Once the County-maintained road, right-of-way, or easement has been properly repaired, excess security funds held by the County, if any, shall be returned to the Applicant / Permittee. The OCR&B department reserves the right to correct, or have corrected, any problems arising from an encroachment on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, and administration) to the Applicant / Permittee or charged against its surety.

2.8 The OCR&B department may refuse to issue a Permit if any monies are due from the Applicant / Permittee or for inadequate past performance on the part of that Applicant / Permittee that was not corrected after notice from the County.

2.9 For driveways, or driveway culverts and aprons, abutting any County road, right-of-way, or easement, any driveway must have an approved encroachment permit from the County before any work takes place. There exists a standard inspection fee covering one pre-work inspection and one final inspection. If the owner has not properly identified the location at the time of the first inspection, there will be an additional fee for a return pre-work inspection. All driveway aprons along County roads, right-of-ways, or easements, which are installed by Oconee County, shall be billed to the owner at 2.5 times the cost of the materials, in accordance with the Code. Any relocation of utilities, landscaping, or other appurtenances shall be the responsibility of the property owner and the respective utility company.

2.10 All fees hereunder are to be paid at the Oconee County Roads and Bridges department, 15022 Wells Highway, Seneca SC 29678. Phone 864-886-1072

III. MISCELLANEOUS

3.1 All permitted activity on County-maintained roads, rights-of-way, or easements shall be performed in accordance with applicable federal, state, and local laws, rules, and regulations, as well as the Permit and this Policy.

3.2 All permitted activity shall be performed to the satisfaction of the OCR&B department. Permits will not be issued, or will be revoked, for activity that is not performed in accordance with sound engineering and construction principles or otherwise in compliance with the terms of this Policy, including all requirements incorporated herein, all as determined by the OCR&B department.

3.3 Except in emergency circumstances, all activity in the public roads, right-of-way, or easements shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.

3.4 Except in the event of an emergency, the OCR&B department shall be notified at least forty-eight (48) hours in advance of the start of the activity. Should the OCR&B department find work in progress prior to notification by the Applicant / Permittee and/or if the Permit is not posted on-site during construction, work will be stopped until all permit and regulatory requirements have been met.

3.5 As required by law, the Applicant / Permittee must contact the Palmetto Utility Protection Service (PUPS) at 1-888-721-7877 at least three (3) business days before any type of excavation activity commences. The PUPS number must be noted on the Permit.

3.6 All activities within a County-maintained road, right-of-way, or easement shall be conducted in a manner that causes minimal inconvenience to adjacent property owners and the traveling public. Reasonable access to driveways, houses, and buildings adjacent to the site shall be maintained at all times unless previously arranged in writing with the affected party. Any temporary approaches to crossings or intersecting highways shall be pre-approved by the OCR&B department and shall be appropriately maintained. All business establishments or residences within three hundred (300') feet of the site shall be notified by Applicant / Permittee or agent at least twenty-four (24) hours in advance of any activity and shall have access during construction at all times. Any trees, shrubbery, or landscaping damaged by the Applicant / Permittee during the activity shall be replaced as directed by the OCR&B department if owned by the County, or as directed by the owner if on private property.

3.7 No debris, spoils, or stockpiling of materials shall be allowed unless specifically authorized in a Permit. Under no circumstances shall material stockpiles be left in the street or on shoulders of the County-maintained road, right-of-way, or easement overnight.

3.8 Excavations shall be limited to a maximum of one thousand linear feet (1000') of open trench before backfill operations must begin. If any excavation cannot be backfilled immediately, the Applicant / Permittee shall securely and adequately cover the excavation and maintain proper barricades and lighting, to be kept in place from the time of the opening of the excavation until the excavation is surfaced and opened for travel. The OCR&B department may require additional barricading to maintain public safety.

3.9 All concrete forms shall be inspected for consistency with the applicable Permit and this Policy by the OCR&B department twenty-four (24) hours prior to pouring.

3.10 Traffic controls within any Permit site shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition.

3.11 If it should become necessary to move or relocate a facility permitted hereunder, or any part thereof, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or relocation shall be done, on reasonable demand of the OCR&B department, at the sole expense of the owner of the facility, and the roadway and facilities shall be restored to their original condition. An additional encroachment Permit shall be required for any such relocation, but the OCR&B department may waive otherwise applicable fees if such relocation is at the County's request.

3.12 If significant damage to the asphalt surface of a County road, right-of-way, or easement occurs or is anticipated to occur as a result of a permitted activity, the OCR&B department has the right, as a condition of the Permit, to require the Applicant / Permittee to resurface (not spot repair) the entire affected road surface within or adjacent to the permitted site. A separate bond in the amount of 125 percent (125%) of the contract cost of resurfacing shall be posted prior to construction.

3.13 In the event of an emergency, an individual or entity may act without a Permit, but shall notify the OCR&B department within twenty-four (24) hours of the emergency response, or as soon thereafter as reasonably practicable. The individual or entity shall then obtain a Permit from the OCR&B department within forty-eight (48) hours of the emergency response, or it will be subject to a civil penalty not to exceed \$500. Failure to comply with and honor a civil penalty shall constitute a violation of the Code and such violation shall be punishable in accordance with Section 1-7 of the Code. If the County will not issue a permit for such work, all work performed must be removed and the site returned to pre-work condition within thirty (30) days after notice from the County that a Permit will not be issued. Failure to do so constitutes a violation of this Policy and will be handled in the same manner as performing work without a permit, and shall result in the same penalty(ies). The OCR&B department reserves the right to correct, or have corrected, any problems related to an improper encroachment (those violating the terms of Chapter 26 of the Code or this Policy or a Permit) on a County road, easement, or right-of-way, and charge all associated costs (including but not limited to labor, materials, equipment, supervision, reasonable attorney fees, and administration) to the violator.

3.14 Activities or conditions typically prohibited from encroachment Permit approval include, but are not limited, to the following:

- Unsafe or poorly maintained driveway aprons. Such improper aprons may be removed by the County.
- Concrete driveways, aprons, and sidewalks.
- Planting of trees and shrubs and other landscaping including fencing, walls, lighting, plantings, and irrigation.
- Landscaped islands and/or medians.

- Privately owned utility (water, sewer, communication, etc.), except for bores crossing the road at 90 degrees.
- Speed bumps/humps.
- Basketball goals (portable or otherwise).
- Unauthorized road markings, paintings, or signage.
- Direct discharge of stormwater on to road surface.

3.15 The County may only authorize encroachments on those County roads, rights-of-way, and easements for which it possesses the right to do so, such as those deeded to the County in fee simple. For other roads, rights-of-way, and easements as to which the County possesses less than a fee simple interest, or which are otherwise encumbered, such as roads for which the County possesses only a prescriptive easement, the County may only permit encroachments consistent with its interests.

IV. PUBLIC UTILITY ANNUAL BLANKET PERMITS

4.1 Public utility companies may apply for an Annual Blanket Permit with the OCR&B department, allowing an unlimited number of permits for all activities that do not disturb the road surface of a County-maintained public road. However, public utility companies shall provide the OCR&B department a weekly report detailing activities performed such as the location of the activity and the type of work performed. Plans are not required for routine maintenance and service connections. It is the intention of this Annual Blanket Permit to cover emergency repairs, routine maintenance, and service connections that do not involve disturbing the road surface.

4.2 Public utility companies that do not desire to apply for an Annual Blanket Permit shall apply for a separate permit for each activity within a County-maintained road, right-of-way, or easement together with applicable fees and/or security.

4.3 Regardless of whether a utility company has obtained an Annual Blanket Permit, separate Permits are required for new or replacement line installations, new or relocated service poles, and any activity disturbing the asphalt surface of a County-maintained road.

4.4 Annual Blanket Permits are valid from July 1 until June 30 (the County's fiscal year). No prorated fees are accepted.

V. FEE SCHEDULE

5.1 Permit Fees

General Permit Fee: \$60.00

Permit Extension Fee: \$10.00

Blanket Permit Fee: \$1,000.00

Re-inspection Fee: \$60.00

Pavement Removed: \$250.00 Permit Fee + \$10.00/sf of pavement removed

Longitudinal Work in R/W: General Permit Fee + \$0.10/linear foot

5.2 Required Bonds

Pavement Cut, Pavement Removed: Permit Fee x 10

Longitudinal Work in R/W: Longitudinal Work Permit Fee x 50

Bonds may be in the form of a Surety Bond, Cash Bond or Irrevocable Letter of Credit. Bond will be waived for an adjacent homeowner who is doing less than 100 linear feet of work or at the discretion of the County Engineer.

VI. APPLICATION FORM (Attached)



OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT
15022 WELLS HIGHWAY
SENECA SC 29678
864-886-1072

PERMIT # _____

ENCROACHMENT PERMIT APPLICATION

EXP. DATE: _____

(Home Owner	(Contractor	PUPS #	
(D/W Installation Requested	(Utility	Locate calls are required by law, call 1-888-721-7877 at least 3 business days before any type of excavation.	
Applicant Name			
Company Name		Contractors License #	
Address:	City	Zip	Phone
PROPERTY OWNER Name			
Address	City	Zip	Phone
Work Location Address of Work Site			ROAD NUMBER:
Nearest Intersecting Road:			
DESCRIPTION OF WORK TO BE DONE:		SQ. FT OF PAVEMENT CUT _____ x _____ = _____	
		LINEAR FT OF NEW INSTALLATION:	
ESTIMATED START DATE:		ESTIMATED FINISH DATE:	

<p align="center">PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items. (Applicant becomes Permittee upon permit approval)</p>	
Notify the County inspector if there are any changes to the approved permit.	PERMIT FEE:
Notify the Oconee County Road and Bridges department (864) 886-1072 at least 48 hours before work begins.	
Keep a copy of this permit and approved plans at the work site at all times.	BOND:
Notify County inspector upon completion of activity for final inspection.	DATE:

APPLICANT CERTIFICATION

1. Pursuant to provisions of the South Carolina Code of Laws, the Oconee County Code of Ordinances, specifically Section 26-7, and the Oconee County Encroachment Permit Policy (all of which are incorporated herein by reference) the undersigned Applicant hereby notifies the OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT ("OCR&B") of the Applicant's desire to encroach upon a County-maintained road, right-of-way, or easement to perform the work and install the materials described herein.
2. Description of location: (Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk, curb and gutter, significant drainage structure(s), north arrow, right-of-way width, location of proposed work and facilities with respect to the roadway centerline and the nearest intersecting road on the County system.) Utility companies are required to submit three (3) sets of plans or drawings.
3. The undersigned Applicant hereby requests that the OCR&B department permit construction and/or maintenance of the work described herein. It is expressly understood that the work, if and when constructed, shall be completed in accordance with the sketch attached hereto and made a part hereof. The Applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights-of-Way" and 'Standard Specifications for Highway Construction' (made a part hereof by reference) on file in the OCR&B, and all general provisions on the reverse hereof and special provisions below or attached hereto during the installation, operation, and maintenance of said work and/or facilities within the County's road, right-of-way, and/or easement. The Applicant hereby further agrees, and binds its heirs, successors, and assigns to defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights.
4. Attach copy of license, insurance and bond to verify capability to perform work.
5. If applicable, attach document to verify authority as agent.

APPLICANT SIGNATURE: _____

DATE: _____

PROPERTY OWNER OR PUBLIC UTILITY AUTHORIZED AGENT CERTIFICATION

I certify to the best of my knowledge, information and belief that:

1. The applicant is capable and understands the terms and agreements of this Application / Permit.
2. The applicant is authorized to perform the work as requested on the application.
3. The proposed encroachment is not contrary or conflicting with any recorded covenants.
4. The work is to be performed in compliance with all applicable federal, state, and local laws and regulations, as well as the provisions of this Application and Permit, and the Oconee County Encroachment Permit Policy.

PROPERTY OWNER
 OR AUTHORIZED AGENT SIGNATURE: _____

DATE: _____

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

FEES	Permit fees (non-refundable)	Bonds (if required)	Permit Conditions
(Residential / Commercial	\$60.00	(Road Cut	(Traffic Control (see 3 on back)
(D/W Installation Requested	2.5 x Materials	Pavement Cut Permit	
(Pavement Cut Fee- Contractor Only	\$250.00 +\$10.00 /sf	Fee x 10 = _____	(Commercial / Utility (must provide 3 sets of Engineering Drawings)
(Permit Extension	\$10.00		
(Re-Inspection Fee	\$60.00	(New Installation	(Residential (drawing or sketch)
(Longitudinal work in ROW	\$60.00 +\$0.10 / lf	Longitudinal Permit	
(Bore Beneath Pavement	\$60.00 +\$0.10 / lf	Fee x 50 = _____	

OCONEE COUNTY Roads and Bridges Department Approval

In compliance with your request and subject to all provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the OCR&B approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to:

Date: _____

SPECIAL PROVISIONS: _____

Permit Specialist Review and Verification of Completeness of Form and Compliance of Encroachment Permit Policy.

Approval
Signature: _____

Date: _____

Manager/ Engineer: _____

Date: _____

FOR COUNTY INSPECTOR'S USE ONLY	DATE	ACCEPT	ADDITIONAL INSPECTOR COMMENTS:
Application Received			
Initial Inspection			
Pre-Construction Inspection			
In-Progress Inspection			
Final Inspection			
Additional Inspections			

OCONEE COUNTY ROADS AND BRIDGES

ENCROACHMENT PERMIT APPLICATION

GENERAL PROVISIONS

- 1 **NOTICE PRIOR TO STARTING WORK:** The Oconee County Roads and Bridges ("OCR&B") department shall be notified forty-eight (48) hours prior to the permitted activity (also referred to as the "work") commencing pursuant to this Application / Permit, in order that it may be present to view the work as it begins and in progress.
- 2 **PERMIT SUBJECT TO INSPECTION:** This Application / Permit shall be kept at the site of the work at all times and must be shown to representative(s) of the County or law enforcement officer(s) on request.
- 3 **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of roadway traffic at all times. Necessary detours, barricades, warning signs, and flagmen shall be provided by and at the expense of the Permittee and shall be implemented in accordance with the MUTCD, Latest Edition. No road will be blocked except in emergency situations. Road closures are prohibited unless approved by the OCR&B department, which will require proper community notification, as determined by the OCR&B department. The work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee agrees to observe all local, state, and federal laws, rules, and regulations, including specifically, the policies and regulations of the SCDOT and the policies, ordinances, and resolutions of Oconee County, while carrying on the work contemplated herein, and it shall take all other precautions necessary and proper under the circumstances to insure the work is performed in a proper and safe manner.
- 4 **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining proper drainage. All work shall be subject to the supervision and satisfaction of the OCR&B department.
- 5 **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the OCR&B department, it should ever become necessary to move or remove any physical appurtenances, or any part thereof, which are associated with the permitted activity, on account of change in location of the roadway, widening of the roadway, or for any other reason, such moving or removing shall be done immediately upon demand of the OCR&B department to Permittee or its successors or assigns, and shall be effected at the expense of the Permittee, its successors or assigns.
- 6 **RESTORATION OF ROADWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances associated with the permitted activity shall be moved or removed, either on the demand of the OCR&B department or at the option of the Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
- 7 **COSTS:** All work in connection with the construction, maintenance, moving, or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
- 8 Definitions of important terms are included in Section 26-7 of the Oconee County Code of Ordinances and are incorporated herein by reference.
- 9 **PERMISSION OF ADJUTING PROPERTY OWNERS:** This Application / Permit does not in any way grant, transfer, or release any right or interests possessed by persons or entities in relation to property on, under, over, or adjacent to the subject work area. The Permittee shall secure any such rights or interests, which are necessary to the work contemplated herein, from such persons or entities. Oconee County may only authorize encroachments or grant easements or rights-of-way, for any purpose, on those County roads for which it owns the right to do so, such as on rights-of-way deeded to the County in fee simple title. For other roads, such as those for which the County owns less than fee simple title, such as roads for which the County has only prescriptive easements, the County may only grant encroachments, easements, and rights-of-way consistent with its interests; for example, the County may be able to permit only surface encroachments.
- 10 **WORK PERFORMANCE**
 - (a) Utility Poles shall be placed at the distance from the centerline of the roadway as specifically stipulated herein.
 - (b) All crossings over the roadway shall be constructed in accordance with Specifications for Overhead Crossings of Light and Power Transmission Lines and Telephone and Telegraph Lines over each other and over Highway Rights-of-Way in South Carolina, as approved by the Public Service Commission of South Carolina and effective as of date of this Permit.
 - (c) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. The section under the roadway pavement and within a distance of two (2) feet either side shall be continuous without joints.
 - (d) No pavement shall be cut unless specifically authorized herein.
 - (e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein, nor shall be left open overnight without proper barricades and lights. Excavations shall be limited to a maximum one thousand (1000) linear feet of open trench before backfill operations must begin.
 - (f) Underground facilities will be at minimum depths as defined in the Utility Accommodations Manual for the transmittant; as follows: (1) Bury under pavement - 4 feet minimum for hazardous or dangerous transmittant - 3 feet minimum for other lines. (2) Bury under other surfaces - 30 inches minimum for power and communication lines and 3 feet for all other facilities. Shallower depths may be approved in writing prior to installation if adequate protection is provided.
 - (g) Work shall be performed in accordance with the SCDOT's Latest Editions of "A Policy for Accommodating Utilities on Highway Rights-of-Way", and "Standard Specifications for Highway Construction".
11. The Permittee shall be responsible for obtaining any other approvals or permits necessary or proper for completion, operation, and maintenance of the permitted activity.
12. Permittee is responsible for maintaining reasonable access to private driveways during construction.
13. If a driveway apron adjoining a County road is cut or damaged during the work, it is the responsibility of the Permittee to replace the entire apron.
14. There shall be no excavation of soil within two (2) feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of the OCR&B department, after an opportunity to be heard is given the owner of such line or appurtenant facility.
- 15 **LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work within the County right-of-way unless explicitly waived by the OCR&B department.
- 16 **BONDING OF WORK:** If a bond is required, a surety bond, cash bond, or irrevocable Letter of Credit from an accredited lending institution must be posted prior to issuance of the Permit, and it will be held for a period of eighteen (18) months after all work has been completed. The cash bond is refundable after said eighteen (18) months, upon a final inspection by the OCR&B department to ensure the work is completed to the satisfaction of the County.
- 17 The OCR&B department may revoke, amend, change, amend, amplify, or terminate this Application / Permit, in whole or in part, if Permittee fails to comply with any provision contained herein.
- 18 Except in emergency circumstances, all activity in the public right-of-way shall be performed during daylight hours, sunrise to sunset, unless otherwise specified in the Permit.
- 19 In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be the sole responsibility of the Permittee.
- 20 **LIABILITY:** Applicant/ Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment Permit, whether due to negligence, fault or default of Applicant / Permittee or not. Such liability of Applicant / Permittee under this encroachment Permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/ Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant / Permittee in case of any such injury to person or damage to property.
- 21 **INDEMNITY AGAINST LIABILITY:** The Applicant / Permittee shall defend, hold harmless, and indemnify the County, its successors and assigns, officers, council members, agents, and employees from and against any and all claims, damages, losses, expenses (including reasonable attorney's fees), demands, or judgments, which result from or relate to the work permitted hereby, including but not limited to claims related to personal injury, property damage, and/or infringement of property rights. Applicant / Permittee expressly understands and agrees that any performance bond or insurance protection required by this Application / Permit, or otherwise provided by Applicant / Permittee, shall in no way limit its responsibility to indemnify, hold harmless, and defend Oconee County as herein provided. Insurance coverage specified herein constitutes the minimum requirements and shall in no way lessen or limit the liability of Applicant / Permittee. Applicant / Permittee shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its judgment, may be necessary.
- 22 **REVOICATION:** Oconee County reserves the right, at any time, to cancel the permit should the Applicant/ Permittee fail to comply with the terms and conditions under which it was granted.
- 23 Sections 1-22 above represent a sub-set of the official Oconee County Roads and Bridges Department Encroachment Permit Policy that is included in Oconee County Code of Ordinances: Section 26.

Initials of Applicant

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2019-09

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / U.S. DEPARTMENT OF AGRICULTURE – FARM SERVICE AGENCY, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, as of September 23, 2003, the County entered into a Lease Agreement with the United States of America / U.S. Department of Agriculture – Farm Service Agency (“Lessee”) for the premises located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as “Exhibit A”; and

WHEREAS, attached hereto is an Amendment to the Lease Agreement, which extends the lease term to January 1, 2019 through December 31, 2021; and

WHEREAS, Lessee shall pay the County annual rent of seven thousand eight hundred (\$7,800.00) dollars, payable at the rate of six hundred and fifty (\$650.00) dollars per month.

NOW THEREFORE, be it ordained, by County Council in meeting duly assembled that:

Section 1. Amendment to Lease Agreement Approved. The Amendment to the Lease Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Amendment in substantially the same form as Exhibit “B,” attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Amendment and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019
Second Reading: February 19, 2019
Third Reading: _____
Public Hearing: _____

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
---------------------------	---

3. THIS LEASE, made and entered into this day by and between Oconee County

_____ whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :
One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

Oconee County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE	DATE
	<i>Harry R. Hamilton</i>	11-24-03
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
J. Kenneth Rentiers, Jr., SED		
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE
Elizabeth D Blackwell, Acting CED	<i>Elizabeth D Blackwell</i>	11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301 B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth D. Blackwell".

Brian K. Blount
County Executive Director
Enclosure
BKB:bb

EXHIBIT B

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p>	<p>LEASE AMENDMENT No. <u>4</u></p>
<p>LEASE AMENDMENT</p>	<p>TO LEASE NO. USDA Oconee County Service</p>
<p>ADDRESS OF PREMISES</p> <p>301 W. SOUTH BROAD ST. WALHALLA, SC 29691</p>	<p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S. Pine Street, Walhalla, S.C, 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **January 1, 2019 through December 31, 2021**
2. The Government will pay the Lessor annual rent of **\$7,800.00** payable at the rate of **\$650.00** per month representing **\$5.61** per **1,388** net usable square feet in arrears
3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System(<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 U.S. Department of Agriculture
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2019-10**

AN ORDINANCE AMENDING CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES, BY REVISING CERTAIN TERMS CONTAINED THEREIN, IN ORDER TO PROPERLY DESCRIBE NEW DEPARTMENTS AND DEPARTMENTAL POSITIONS AND RESPONSIBILITIES RESULTING FROM COUNTY COUNCIL'S DIRECTIVE TO DIVIDE THE COMMUNITY DEVELOPMENT DEPARTMENT INTO BUILDING CODES AND PLANNING DEPARTMENTS.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County ("County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council"), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended; and,

WHEREAS, on November 20, 2018, County Council elected to modify and reorganize the Community Development Department, so as to establish the Building Codes Division and the Planning Division as separate departments for administrative purposes; and,

WHEREAS, County Council recognizes that there is a need to amend Chapter 26 of the Oconee County Code of Ordinances by revising certain terms contained therein in order to properly describe new departments and department heads resulting from County Council's directive to divide the Community Development Department and establish Building codes and Planning Departments; and,

WHEREAS, County Council has therefore determined to modify certain provisions of Chapter 26 of the Code of Ordinances, in the form attached hereto as Exhibit A, and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 26 of the Code of Ordinances is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a version of Chapter 26 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

4. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2019.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: February 5, 2019

Second Reading: February 19, 2019

Third Reading: _____

Public Hearing: _____

Exhibit A

Sec. 26-153. - Designation process. (a) Applications shall be submitted in writing to the Planning Department by a sponsoring agency.

Sec. 26-153. - Upon receipt of an application for the designation of a highway as a scenic highway, the Planning Director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda.

Exhibit B

Sec. 26-153. - Designation process. (a) Applications shall be submitted in writing to the ~~community development department~~ Planning Department by a sponsoring agency.

Sec. 26-153. - Designation process. (b) Upon receipt of an application for the designation of a highway as a scenic highway, the ~~community development director~~ Planning Director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda.

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 19, 2019

ITEM TITLE:

Title: Change Order #1 for PO 52727 Engineering Services for Entrance Roadway Improvements for Seneca Rail Park Dep: Oconee Economic Alliance
Amount: \$10,865.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Budget: \$10,865

Project Cost: \$10,865

Finance Approval:

Sacdale Price

Remaining Balance: \$0.00

BACKGROUND DESCRIPTION:

At the June 6, 2017 meeting of Council, it was approved to award Engineering Services for Entrance Roadway Improvements to Seneca Rail Park to Thomas & Hutton of Greenville, SC (On Call Engineering RFP 15-09 for Category E) Thomas & Hutton provided services that included engineering design services for approximately 2500 LF of industrial grade roadway, permitting, bidding and award assistance for the project. The Roadway Project was made available for bidding on August 30, 2018; bids were opened on September 18, 2018 with one (1) bid being received. The bid was rejected because it significantly exceeded our budget. In order to re-bid the project it required Thomas & Hutton to provide additional design services, bidding and award services. The amount of the requested Change Order is \$10,865.00 which will bring the total to \$85,495.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Change Order Request #1 (Addendum #1)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Change Order #1 PO 52727 (Addendum #1) to Thomas & Hutton, of Greenville, SC for additional engineering services required to re-bid the Entrance Roadway Improvements for Seneca Rail Park in the amount of \$10,865.00. This will bring the total amount of the PO to \$85,495.00.
2. Authorize the County Administrator to sign / execute the change order.

Submitted or Prepared By:

Tronda C. Popham

Tronda C Popham, Procurement Director

Approved for Submittal to Council:

Amanda F Brock

Amanda F. Brock, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Oconee County
Seneca Rail Site Roadway Improvements
ADDENDUM #1

ADDENDUM # 001 DATE January 23, 2019

ADDENDUM TO CONTRACT NO. 001 DATE May 22, 2017

PROJECT: Seneca Rail Site Roadway Improvements

Oconee County (Owner) and Thomas & Hutton Engineering Co. (Consultant or Thomas & Hutton) this 23rd day of January, 2019, amend their contract dated May 22, 2017 for work, materials, or services described below.

SCOPE OF WORK:

The revised scope of work includes additional Design and Bidding Phase Services for the project. The additional Bid Phase services are for the rebid of the project.

1. Design Phase Services

The additional Design Phase Services include revisions to Plans, Contract Documents and the SCDHEC Land Disturbance Permit to incorporate items from the previous bid. Revisions to plans include incorporating borrow area with erosion control measures, updating limits of disturbance, removing security fence and gate from scope of work, and the replacement of the rail spur within 15' of the proposed roadway crossing. An updated cost estimate based on recently bid projects will also be included with the design phase scope.

2. Bidding & Award Phase

Consultant shall assist Owner during the Bid Phase. Services provided during this phase shall include preparation of contract documents, assembling bid packages, conducting a pre-bid meeting, responding to contractor questions, opening of received bids and preparation of the Consultant's recommendation letter for award of bid.


We propose that payment for our services will be as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Fee or Time & Expense Budget</u>
Design Phase:	Lump Sum	\$ 5,700.00
Bidding Phase:	Lump Sum	\$ 5,165.00

 Owner's Initials
 Consultant's Initials

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

By: 
Title: Vice President
Date: 1/23/19

APPROVED:

Oconee County, SC

By: _____
Title: _____
Date: _____

Thomas & Hutton
 Seneca Rail Site - Entrance Roadway Improvements
 Proposed Hourly Schedule
 1/23/2019

Phase	Task	Senior Manager			Project Manager			Designer I			Administrative I			Subtotal
		Quantity	Units	Rate	Quantity	Units	Rate	Quantity	Units	Rate	Quantity	Units	Rate	
Design	Plan Revisions	0	hrs	\$ 190.00	4	hrs	\$ 135.00	10	hrs	\$ 100.00	0	hrs	\$ 70.00	\$ 1,540.00
	Technical Specs	0	hrs	\$ 190.00	4	hrs	\$ 135.00	8	hrs	\$ 100.00	1	hrs	\$ 70.00	\$ 1,410.00
	Permitting	0	hrs	\$ 190.00	4	hrs	\$ 135.00	10	hrs	\$ 100.00	0	hrs	\$ 70.00	\$ 1,540.00
	Site Visits	0	hrs	\$ 190.00	4	hrs	\$ 135.00		hrs	\$ 100.00	0	hrs	\$ 70.00	\$ 540.00
	Cost Estimate	0	hrs	\$ 190.00	2	hrs	\$ 135.00	4	hrs	\$ 100.00	0	hrs	\$ 70.00	\$ 670.00
Bidding	Pre Bid Meeting & Minutes	1	hrs	\$ 190.00	4	hrs	\$ 135.00	6	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,470.00
	Prepare Addenda and Clarifications to Contractors	2	hrs	\$ 190.00	4	hrs	\$ 135.00	8	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 1,860.00
	Bid Opening Meeting	0	hrs	\$ 190.00	4	hrs	\$ 135.00	2	hrs	\$ 100.00	2	hrs	\$ 70.00	\$ 880.00
	Prepare Recommendation for Award and Contract Documents for Execution	0	hrs	\$ 190.00	1	hrs	\$ 135.00	4	hrs	\$ 100.00	6	hrs	\$ 70.00	\$ 955.00
														\$ 5,165.00
PROJECT TOTAL													\$ 10,865.00	\$ 10,865.00



Oconee County Council



Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864-718-1024

E-mail:
ksmith@oconeesc.com

John Elliott,
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



February 19, 2019

The Honorable Henry McMaster
Governor
State House
1100 Gervais Street
Columbia, SC 29201

Dear Honorable McMaster:

I am pleased to offer this letter of recommendation for Dr. Ronnie L. Booth for the Order of the Palmetto, the highest civilian honor awarded to citizens of South Carolina for extraordinary lifetime achievement and for national or statewide service.

Below is a list of accomplishments that Dr. Booth has completed during his tenure as the President of Tri-County Technical College.

- Provided statewide leadership in technical and community college education in South Carolina during his sixteen years as President of Tri-County Technical College. Workforce training and education to support economic development has been his highest priority.
- Spearheaded the highly successful Technical Career Pathways program, which allows high school students to earn a college certificate in a technical area before graduating from high school, creating a seamless pathway to continue at the postsecondary level and/or enter high-demand careers in manufacturing. This model has been adopted statewide.
- Launched the first-of-its-kind Michelin Manufacturing Scholars program, which is now used as a model across the State.
- Developed the first I-BEST program in South Carolina – the I-BEST Manufacturing Pathway Program for under-resourced adults who want to gain marketable skills. This program is based on a partnership with Adult Education. This year, the College won the Outstanding Organization Award from the S.C. Association of Adult and Continuing Education for its work with Adult Education on I-BEST programs.
- Started the first in the state “LPN to Professor” initiative creating a seamless pathway from Licensed Practical Nursing to master’s degree options that lead to teaching at the College or University level.
 - Led the establishment of the nationally-recognized Bridge to Clemson program with Clemson University, a model for the State and nation.
 - Created the Connect to College program, a second-chance opportunity for high school drop-outs to obtain a high school diploma.
 - For several consecutive years, Tri-County Technical College has earned the top rankings in student success, transfer, and graduation rates among the sixteen

Oconee County Council

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Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V

colleges in the S.C. Technical College System.


- The College is ranked in the top five percent nationally for successful transfers to four-year colleges and universities.
- The College is ranked third in the United States for the number of students trained in the nationally-recognized Manufacturing Skills Standard Certification (MSSC) program.
- The Tri-County Technical College Foundation has the largest endowment among all college in the State Technical College System.
- Opened three community campuses, three Workforce Training Centers, an Economic Development Center, and a state-of-the-art Industrial Technology Center.
- Numbers of industries who chose to locate in Anderson, Oconee, and Pickens counties cite industrial training opportunities through Tri-County Technical College as one of the top reasons they chose to locate in the area. Among those is Arthrex, a medical devices company slated to open in May, 2019 and employee 1000 people within five years. Others include McLaughlin Manufacturing and Reliable Automatic Sprinkler Company.
- In 2015, he was named the Southern Region Winner of the Chief Executive Officer Award by the Association of Community College Trustees.
- Dr. Booth is the recipient of the 2017 Duke Energy Citizenship and Service Award.
- He was named one of "15 over 50" for 2018 by the Anderson-Independent Mail.
- Active in a number of professional associations, civic groups, and State and national boards, including the Board of Trustees for the Southern Association of Colleges and Schools; Executive Committee of the Upstate SC Alliance; Board of Directors for Anderson County Economic Development, Duke Energy South Carolina President's Advisory Board; Alliance Pickens, WorkLink, Oconee Economic Alliance, SENIOR Solutions, Community Colleges of Appalachia, Partnership for Academic and Career Education, and Tamassee DAR School. He is a former member of the Board of Directors and Executive Committee for the American Association of Community Colleges (AACC) and former chair of the AACC Finance Committee, Leadership South Carolina Board of Directors, and Anderson Area Chamber of Commerce.

Thank you for your consideration of this prestigious award.

Sincerely,

Julian Davis, III
Oconee County Council
Chairman



 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio	
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]		
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]	Kerrie Roach [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Shawn-Johnson [4]	VACANT		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	Josh Lusk [4]	Charles Morgan [<1]		
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	George Smith [2]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Andrew Smith [1]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]		
Destination Oconee Action Committee															
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith[1]; Andrew Conkey [1]; Kevin Evans [1]			Trey Barnett [1], Riley Johnson [1], Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [2, 1.22]; Diane Smathers [1, 1.22]; Katherine Smith [1, 1.22]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open								
Capital Project Advisory Committee (end 1.17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator ; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Mr. Elliott [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board					N/A		Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.															
[SHADING] = reappointment requested - questionnaire on file Denotes individual who DOES NOT WISH TO BE REAPPOINTED															
Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.															

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

RESOLUTION 2019-02

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL TRANSFER AND OPERATION AGREEMENT BETWEEN OCONEE COUNTY AND THE OCONEE JOINT REGIONAL SEWER AUTHORITY IN RELATION TO THE SEWER SYSTEM EXTENDING BETWEEN THE GOLDEN CORNER COMMERCE PARK AND THE CONEROSS CREEK SEWER TREATMENT PLANT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to transfer property and execute contracts; and,

WHEREAS, the County is the owner of that certain sewer system, collectively referred to as the "Sewer South System," beginning at and including a pump station and associated sewer transmission lines, structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances located within the Golden Corner Commerce Park (the "Park") and also including the entire dual sewer transmission trunk lines running from the Park along South Carolina State Highway 59, including structures, pipes, valves, fittings, wires, fixtures, apparatuses, appliances, and any other appurtenances, to a point of termination at the headworks of the Coneross Creek Sewer Treatment Plant; and,

WHEREAS, County desires to transfer its ownership interests in the Sewer South System to the Oconee Joint Regional Sewer Authority, subject to the covenants, terms, and conditions set forth in the Intergovernmental Transfer and Operation Agreement (the "Agreement") attached hereto as Exhibit "A"; and,

WHEREAS, the Oconee Joint Regional Sewer Authority desires to accept ownership of the Sewer South System and operate it according to the terms and conditions of the Agreement.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Agreement Approved. The Intergovernmental Transfer and Operation Agreement is hereby approved, and the County Administrator and/or the County Council Chair is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments: Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which

may be necessary or incidental to the Agreement, excluding such documents which must be authorized by ordinance, and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2019, in meeting duly assembled.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

EXHIBIT A

See Attached

Katie Smith

From: Katie Smith
Sent: Friday, January 25, 2019 10:50 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 26268 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, January 25, 2019 10:46 AM
To: Katie Smith
Subject: Classified Ad# 26268 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.
Thank you Kelsie Beebe

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:26268
Phone#:864-718-1023
Date:01/25/2019

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 2.50

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	01/26/2019	01/26/2019	1	32.13	32.13
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date: 01/25/2019 Order#: 26268 Type: BILLED ACCOUNT

Total Amount: 37.13

Amount Due: 37.13

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-04

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, February 19, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA

Katie Smith

From: Katie Smith
Sent: Friday, January 25, 2019 11:07 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 26269 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, January 25, 2019 11:05 AM
To: Katie Smith
Subject: Classified Ad# 26269 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.
Thank you Kelsie Beebe

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:26269
Phone#:864-718-1023
Date:01/25/2019

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 1.70

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	01/26/2019	01/26/2019	1	21.85	21.85
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
01/25/2019	26269	BILLED ACCOUNT

Total Amount: 26.85

Amount Due: 26.85

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-07

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, February 19, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-07
AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO.

Katie Smith

From: Katie Smith
Sent: Friday, January 25, 2019 11:18 AM
To: 'classadmgr@upstatetoday.com'
Subject: RE: Classified Ad# 26270 Confirmation

Looks good; thanks!

Katie D. Smith
Clerk to Council
415 S. Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

From: classadmgr@upstatetoday.com [<mailto:classadmgr@upstatetoday.com>]
Sent: Friday, January 25, 2019 11:13 AM
To: Katie Smith
Subject: Classified Ad# 26270 Confirmation

Please let me know if you approve this ad to run in the legals section of tomorrows edition of The Journal.
Thank you Kelsie Beebe

Oconee Publishing

dba THE JOURNAL

Classified Advertisi

OCONEE COUNTY COUNCIL
415 S PINE ST
WALHALLA, SC 29691

Acct#:63488
Ad#:26270
Phone#:864-718-1023
Date:01/25/2019

Salesperson: KBEEBE

Classification: Legals

Ad Size: 1.0 x 1.70

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	01/26/2019	01/26/2019	1	21.85	21.85
Affidavit Fee	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
01/25/2019	26270	BILLED ACCOUNT

Total Amount: 26.85

Amount Due: 26.85

Comments: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-08

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

Notice of Public Hearing
There will be a public hearing at 6pm, Tuesday, February 19, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-08
AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO.

CROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO.

This being the property conveyed to Guy C. Ryman by deed of Leigh A. Wilson and Janice W. Wilson dated

MULTI, MULTI, MORE!

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, February 19, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-WF1, Asset- Backed Certificates, Series 2006-WF1 vs. Graciela Arredondo; Juan Arredondo; , C/A No. 2018CP3700600, The following property will be sold on February 4, 2019, at 11:00 AM at the Oconee County Courthouse to the highest bidder

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Seneca School District, Seneca Township, in the "Utica Homes", near and outside of the southeastern corporate limits of the Town of Seneca and particularly shown and designated as Lot Number Two Hundred Twenty (220), on a plat entitled "A Subdivision for Utica and Mohawk Cotton Mills, Inc., Seneca Division, Seneca, SC", by Pickell & Pickell, Engineers, dated October, 1950, and recorded in the Office of the Clerk of Court, in and for said County in Plat Book "H", Page 93, records of Oconee County, South Carolina. Said lot is now known as 20 James Street and the lot according to said plat fronts upon the south side of said street for a distance of 100 feet.

Derivation: Book 1484 at Page 154
20 James Street, Seneca, SC
29678-4616
240-02-15-003 SUBJECT TO AS-

67

Local • Family Owned

Carolina Home
Estate Inc.



Rentals • Property Management

Carolina Home
Property Management
Inc.

ona, Broker/Owner

Fairplay St • Seneca

0 • carolinahomesc.com



NOW HIRING



Positions Available:

Wiring Assembly

Weekends

6 am – 6:30 pm

Friday, Saturday

and Sunday

Fabrication Assembly

1st shift

6:45 am – 3:15 pm

2nd shift

3:00 pm – 11:30 pm

Monday – Saturday

**Great People Make
Schneider Electric
A Great Company**

**Please Apply At:
Volt Workforce Solutions
1990 Sandifer Blvd.
Seneca, SC 29678**

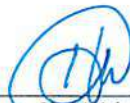
PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-04

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/26/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

TRANSPORTATION

AUTOS FOR SALE



84 Mercedes 300D Turbo
170K miles, \$6,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



93 Buick Roadmaster
115K miles
"Reduced....\$5,500"
Pete's Auto
402 Oak Street • Seneca
Call 882-1467

LEGAL NOTICES

LEGALS

INVITATION TO BID

Oconee County will accept sealed bids for Seneca Rail Site Roadway Improvements until Thursday, February 21, 2019 at 2:00 pm, EST; at which time they will be publicly opened.

PRE-BID

There will be a non-mandatory pre-bid meeting on Thursday, February 7, 2019 at 2:00pm, Oconee County Economic Alliance Office, 528 Bypass 123, Suite G, Seneca, SC 29678. Brief meeting and then drive to site. Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, it is highly recommended that you attend this meeting.

Specifications may be obtained from Oconee County Procurement Office, 415 S. Pine Street, Walhalla, SC 29691, telephone (864) 638-4141 or at the County's website, <https://oconeeesc.com/procurement-home>.

Oconee County reserves the right to reject any or all bids, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, February 19, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-07**

**AN ORDINANCE TO AMEND
CHAPTER 22 OF THE OCONEE
COUNTY CODE OF ORDINANCES,
ENTITLED PARKS, RECREATION,
AND TOURISM; AND OTHER MAT-
TERS RELATED THERETO.**

Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, February 19, 2019 in

LEGAL NOTICES

LEGALS

**ASSESSMENTS, OCONEE COUNTY
AD VALOREM TAXES, EASE-
MENTS AND/OR, RESTRICTIONS
OF RECORD, AND OTHER SENIOR
ENCUMBRANCES.**

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 8.5% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at C/A #2018CP3700600.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Beverly H Whitfield
Clerk of Court for
Oconee County
John J Hearn
Attorney for Plaintiff
P.O. Box 100200
Columbia, SC 29202-3200
(803)744-4444
013263-11015
Website: www.rtt-law.com
(See link to Resources/
Foreclosure Sales)

REQUEST FOR PROPOSAL

The School District of Oconee County (SDOC), Seneca, South Carolina will receive proposals for On-Call Geotechnical Engineering Services. For additional specifications, please contact the Procurement Dept at 886-4423. Proposals will be received until Thursday, February 7, 2019 at 2:00 p.m.

Proposals may be mailed or hand delivered to the department located at 125 South Cove Rd. Seneca, SC 29672.

SDOC reserves the right to reject any/all proposals and to waive any informalities and technicalities so as to purchase in the best interest of the school district.

**SECOND AMENDED
EQUITY COURT SALE
STATE OF SC
OCONEE COUNTY
COURT OF COMMON PLEAS
2018-CP-37-00448**

Pursuant to Court Decree in United Community Bank, Successor by Merger to The Palmetto Bank, Plaintiff, vs. Guy C. Ryman, et al. Defendants, the Clerk of Court for Oconee County will sell at public auction to the highest bidder at County Courthouse, Oconee, South Carolina, on February 4, 2019, at 11:00 a.m., the following property:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number Five Hundred Two (502) of Cantains Walk Villas a

LEGAL NOTICES

LEGALS

October 6, 2008, and recorded in Deed Book 1687 at page 83, records of Oconee County, South Carolina. TMS# 111-11-01-502

Property Address:125 (Unit 4) Cantains Walk Circle, Salem, SC 29676
The property will be sold subject to any past due or accruing property taxes, assessments, existing easements, and restrictions of record and any other senior encumbrances. The property will be sold without any warranty or representation as to title or otherwise by Plaintiff or Plaintiffs counsel. The successful bidder must pay interim interest from the date of sale through date of compliance at the rate set forth in the Note.

Each successful bidder other than Plaintiff at time bid is accepted will be required to deposit with the Clerk of Court as evidence of good faith 5% of bid in cash or certified check at time of bid. In event purchaser fails or refuses to comply with terms of sale within 20 days from close of bidding, deposit shall be forfeited and applied first to costs and then to Plaintiff's debt, and the Clerk of Court shall forthwith re-advertise and resell said property upon the same terms on some subsequent sales day at the risk of former purchaser until obtaining full compliance with sale.

Bidding will not remain open after the sale and will be final on sales day. Terms of sale: Cash; purchaser to pay for deed and recording fees.

Steven C. Kirven,
Oconee County
Master in Equity
Amber B. Glidewell,
Atty. for Plaintiff
The Journal

CHECK OUT

this week's
YARD SALES



Clip & Go
YARD SALES

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-07

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/26/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEL
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

Ordinance:
STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-07
AN ORDINANCE TO AMEND
CHAPTER 22 OF THE OCONEE
COUNTY CODE OF ORDINANCES,
ENTITLED PARKS, RECREATION,
AND TOURISM; AND OTHER MAT-
TERS RELATED THERETO.

Notice of Public Hearing
There will be a public hearing at
6pm, Tuesday, February 19, 2019 in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 29691 for the following
ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-08
AN ORDINANCE TO AMEND OCO-
NEE COUNTY'S ROAD EN-
CROACHMENT PERMIT POLICY
AND ENCROACHMENT PERMIT
APPLICATION; AND OTHER MAT-
TERS RELATED THERETO.

Notice of Public Hearing
There will be a public hearing at
6pm, Tuesday, February 19, 2019 in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 29691 for the following
ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2019-04
AN ORDINANCE AUTHORIZING
THE EXECUTION AND DELIVERY
OF AN ADDENDUM TO THE LEASE
AGREEMENT BETWEEN OCONEE
COUNTY, AS LESSOR, AND OCO-
NEE HERITAGE CENTER, INC.,
NOW KNOWN AS OCONEE HISTO-
RY MUSEUM, INC., AS LESSEE, IN
RELATION TO THE PREMISES
KNOWN AS THE TOBACCO BARN,
LOCATED AT THE CORNER OF
TUGALOO STREET AND BROAD
STREET IN WALHALLA, SOUTH
CAROLINA

NOTICE OF SALE
BY VIRTUE of a decree heretofore
granted in the case of: Deutsche
Bank National Trust Company, as
Trustee for Soundview Home Loan
Trust 2006-WF1, Asset- Backed
Certificates, Series 2006-WF1 vs.
Graciela Arredondo; Juan Arredon-
do; , C/A No. 2018CP3700600, The
following property will be sold on
February 4, 2019, at 11:00 AM at the
Oconee County Courthouse to the
highest bidder

All that certain piece, parcel or lot of
land situate, lying and being in the
State of South Carolina, County of
Oconee, Seneca School District,
Seneca Township, in the "Utica
Homes", near and outside of the
southeastern corporate limits of the
Town of Seneca and particularly
shown and designated as Lot
Number Two Hundred Twenty (220),
on a plat entitled "A Subdivision for
Utica and Mohawk Cotton Mills, Inc.,
Seneca Division, Seneca, SC", by
Pickell & Pickell, Engineers, dated
October, 1950, and recorded in the
Office of the Clerk of Court, in and for
said County in Plat Book "H", Page
93, records of Oconee County, South
Carolina. Said lot is now known as
20 James Street and the lot
according to said plat fronts upon the
south side of said street for a
distance of 100 feet.

Derivation: Book 1484 at Page 154
20 James Street, Seneca, SC
29678-4616
240-02-15-003 SUBJECT TO AS-

Plaintiff, vs. Guy C. Ryman, et al.
Defendants, the Clerk of Court for
Oconee County will sell at public
auction to the highest bidder at
County Courthouse, Oconee, South
Carolina, on February 4, 2019, at
11:00 a.m., the following property:
All that certain piece, parcel or lot of
land lying and being situate in the
State of South Carolina, County of
Oconee, being known and designa-
ted as Lot Number Five Hundred
Two (502) of Captains Walk Villas, a
Horizontal Property Regime, in ac-
cordance with a Master Deed
establishing said Horizontal Property
Regime filed for record in the Office
of the Register of Deeds for Oconee
County in Deed Book 13-1, at page
168, and amendments thereto duly
filed upon the public records of
Oconee County, South Carolina.
This being the property conveyed to
Guy C. Ryman by deed of Leigh A.
Wilson and Janice W. Wilson dated

Clip & Go
YARD SALES

Indoor Moving Sale
521 Singing Pines Rd
Seneca, SC
Fri. 1/25 & Sat. 1/26
8am-1pm
Freezer, Couch, Dresser, and
Much, Much MORE!

NOW HIRING



Positions Available:

Wiring Assembly
Weekends
6 am - 6:30 pm
Friday, Saturday
and Sunday

Fabrication Assembly
1st shift
6:45 am - 3:15 pm
2nd shift
3:00 pm - 11:30 pm
Monday - Saturday

**Great People Make
Schneider Electric
A Great Company**



PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL


IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2019-08

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/26/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/26/2019



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



Public Comment

SIGN IN SHEET

6:00 PM

February 19, 2019

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Cheryl KORNELINK	SEWER South - Fair Play
2	Jean Jennings	Fed Paving grant
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 19, 2019 6:00 p.m.**

Ordinance 2019-08 "AN ORDINANCE TO AMEND OCONEE COUNTY'S ROAD ENCROACHMENT PERMIT POLICY AND ENCROACHMENT PERMIT APPLICATION; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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None



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 19, 2019 6:00 p.m.**

Ordinance 2019-07 "AN ORDINANCE TO AMEND CHAPTER 22 OF THE OCONEE COUNTY CODE OF ORDINANCES, ENTITLED PARKS, RECREATION, AND TOURISM; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 19, 2019 6:00 p.m.**

Ordinance 2019-06 "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT) OF OCONEE COUNTY, SOUTH CAROLINA. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$550,000; FIXING THE FORM AND CERTAIN DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

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Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

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KEOWEE



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: February 19, 2019 6:00 p.m.

Ordinance 2019-04 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND OCONEE HERITAGE CENTER, INC., NOW KNOWN AS OCONEE HISTORY MUSEUM, INC., AS LESSEE, IN RELATION TO THE PREMISES KNOWN AS THE TOBACCO BARN, LOCATED AT THE CORNER OF TUGALOO STREET AND BROAD STREET IN WALHALLA, SOUTH CAROLINA."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

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February 19, 2019

The Honorable Julian Davis III
Chair, Oconee County Council
415 South Pine Street
Walhalla, South Carolina 29691

Delivered in-person to the February 19, 2019 County Council Meeting

RE: Interstate 85 Corridor/Fair Play ("Sewer South") sewer system

Dear Chairman Davis,

Thank you for the opportunity for the Oconee Joint Regional Sewer Authority ("OJRSA") to speak before Oconee County Council at the February 19, 2019 meeting. Our goal is that by speaking with County representatives during open session, there will be a move towards an understanding between our two governances, which work towards a common goal: Providing sewer service to the southern portion of Oconee County in order to increase our quality of life through economic development opportunities, while protecting the environmental resources we have been so blessed with.

How we got here

In order to comprehend why we have requested this opportunity this evening, it is necessary to understand the history of this project. In 2005, the County closed on land that later became the Golden Corner Commerce Park ("GCCP") in the Fair Play area and, over the course of the next decade, the County and OJRSA were able to establish an amicable sewer delivery and treatment process for this speculative industrial development. In early 2017, the County received approval from DHEC to activate the GCCP wastewater pump station. This was paid for through multiple sources, including County funds and other appropriations. It was realized that such an investment in infrastructure was necessary in order for industrial and residential growth in this unincorporated area.

Although the exact year the study was commissioned by the County is unknown by the OJRSA, in June 2015, Davis & Floyd presented the Oconee Economic Alliance ("OEA") with a feasibility study (*I-85 Corridor Sewer Expansion Feasibility Study*, D&F Job No. 013306.02) which determined the sewer needs for the next 20 years along Interstate 85. Beginning in 2017, OEA conducted at least two town hall meetings in the community, and a majority of those who attended the events expressed a desire for sewer service. It was during this time that County elected officials and leadership approached the OJRSA in working towards this endeavor as opposed to the services being delivered by the OJRSA's Member Cities.

The next step the County took in establishing this wastewater system, via the OEA, was to submit a grant application to the South Carolina Rural Infrastructure Authority ("RIA") in March 2018 for the area identified in Phase I of the D&F study. The request for \$1.07 million of the \$1.62 million dollar was ultimately rejected by RIA, but the agency and the legislative delegation realized this project was important to the community which it was designed to serve.

How the Sewer South extension advanced to today

In August 2018, the director of the RIA approached the OJRSA about a "once-in-a-lifetime" grant opportunity, and a subsequent meeting was held with representatives of the United States Department of Commerce's Economic Development Administration ("EDA") and the Appalachia Council of Governments ("ACOG"). The two grants would fund a substantial portion of the "Sewer South" project based on the

2015 Davis & Floyd feasibility study mentioned earlier. It seemed apparent the RIA had previous interaction with Oconee County staff as well as the local legislative delegation regarding the project prior to this meeting.

In reflection, this meeting occurred without the RIA or ACOG's awareness of the standing agreements between Oconee County, the Member Cities of the OJRSA (Seneca, Walhalla, and Westminster) and the OJRSA itself, the details of which will be further identified below. However, both funding agencies were aware that the OJRSA and County were in discussions about an agreement regarding ownership and operation of the GCCP wastewater conveyance project. All parties understood that without this agreement in place, the Sewer South project could not go forward, even if both grants were approved for funding.

When asked by OJRSA staff if the city of Seneca or other retail sewer provider could provide this service instead of the OJRSA, the ACOG Executive Director said his agency could only support the OJRSA being the retail sewer provider in this area as it was too far removed from the water service areas of any of the Member Cities; thus, we were the only ones who could apply for the RIA and EDA grants.

Due to the short time between when this meeting occurred and when the first application was due, the OJRSA Executive Committee held a special meeting and voted for the agency to proceed with the non-binding grant applications as a show of good faith and confidence that differences between the County and OJRSA would be resolved prior to the approval of both grants. With OJRSA Executive Committee approval, OJRSA administration completed and submitted the grant applications using a D&F Preliminary Engineering Report completed in September 2018, based entirely on the OEA's March 2018 RIA application using the D&F June 2015 *I-85 Corridor Sewer Expansion Feasibility Study*.

Although the two grants covered the capital costs, factors such as engineering, easement acquisition, and other "soft costs" were not covered. Knowing the County had recently expressed a desire for this project by applying for a grant itself in March 2018, the RIA requested that the County fund these additional expenses in the amount of \$613,300. At its September 18, 2018 meeting, Oconee County Council agreed to fund this expenditure contingent the agencies enter into contract on a Transfer Agreement.

Existing agreements that govern projects

As stated previously, the ACOG and RIA were not familiar with legal agreements between the County, Member Cities, and OJRSA that legislate how such projects must proceed. Below is a list of such agreements and clauses that impact current and future infrastructure projects in the unincorporated areas of Oconee County.

Inter-Municipal Agreement and Joint Resolution, October 2007 – This agreement between Oconee County and the cities of Seneca, Walhalla, and Westminster created the OJRSA and was filed in the Clerk of Court's office in October 2007. Portions of this understanding have been reincorporated into future agreements between the parties. Responsibilities of the Member Cities and County, Article 15, Section (a) states the following (emphasis added):

The Member-municipalities and Oconee County agree, in consideration of the formation of the Joint Authority and the transfer of the sewer assets to the Authority by Oconee County, the Member-Municipalities agree they will cause the Authority to agree to extend sewer transportation lines, build pump stations, acquire rights of way, build treatment facilities and perform all other and all acts to provide sewer and/or water service to such area or areas as designated by Oconee County as is *authorized by a vote of Oconee County Council*, provided that such extension/construction and or operation of such facilities is in conformity with this joint Agreement and the Agreements and Memoranda of Understanding incorporated herein by Article 13 ("Incorporated Agreements") and further provided that the *cost of such extension/construction and operation of sewer facilities is not charged to the Member-Municipalities or their customers*. Oconee County agrees that when it designates facilities to be constructed and or

operated, it will provide adequate funding for such construction and/or operation, to be determined on a case by case basis.

The OJRSA feels the County needs to formally vote on the Sewer South (and subsequent) projects in order to authorize the OJRSA to proceed in accordance with the direction given by the OEA's 2015 D&F Feasibility Study. It is important to the OJRSA that the steps outlined in the Inter-Municipal Agreement and Joint Resolution be followed to ensure a full understanding going forward.

"Five-Party" Intergovernmental Agreement, November 2008 – After the project is identified and formally voted on by Oconee County Council, this contract references how projects are to proceed by the "five parties" (Oconee County, the three Member Cities, and the OJRSA). Noteworthy in this Agreement are:

1. Article I, Section 1.01, 7(b) – "...the intent of the Agreement is...(t)o protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits."
2. Article V, Section 5.01 – This section reiterates the financial responsibility for extending sewer into the unincorporated areas of the county ("In the event that the County decides to finance a sewer line in the unincorporated areas of the County, the Authority and/or City agree to own, operate and maintain said lines after the construction of the line.").

Settlement Agreement and Release, September 2016 – This contract eliminated the annual \$610,000 transfer from Oconee County to the OJRSA to fund capital projects across the county. Again, this agreement reemphasizes how County-related projects were to proceed (emphasis added):

(T)he [OJRSA] confirms that when requested by the County it will extend transportation lines, build pump stations, acquire easements / rights-of-way, build or improve treatment facilities, and perform all other acts necessary to and perform all other acts necessary to provide water and/or wastewater service to and/or for any area or areas within the geographic boundaries of the County (collectively "Projects"). The County agrees that when it requests a Project to be approved, constructed and/or operated by the [OJRSA], it will provide adequate funding for such construction and/or operation, maintenance, depreciation and required upgrades to existing facilities downstream in the event of extraordinary circumstances and/or impact...

By this agreement, "the County may independently construct, own, and/or operate water and/or waste water projects, or it may contract directly with municipalities or other entities, for such services; however, in all cases OJRSA shall maintain sole authority to control the quantity and quality of all discharges to the system with an NPDES permit issued to the OJRSA, including specifications, quality control and construction standards." With this said, the County can construct and operate facilities absent of the OJRSA so long as work performed conforms with OJRSA standards. In fact, the EDA recently confirmed to Larry Brandt, OJRSA legal counsel, that the County can be a co-applicant for this project as it has yet to be formally awarded.

Addressing the County's recent requests

County Council requested at the February 5, 2019 Council Meeting that the OJRSA accommodate three requests in order for the County to further consider signing the latest revision to the Transfer Agreement, including: (1) the parties will proceed under the "pay-as-you-go" model (depreciation will not be funded by the County), (2) the County will maintain reversionary interest in the GCCP project in the event that Sewer South is not constructed by the OJRSA using the grants, and (3) the County will be accepted as an additional member to the OJRSA with the right to appoint one commissioner. In the latest discussion among OJRSA Commissioners on February 12, 2019, it was determined that Items 1 and 2 were acceptable; however, the agency does not have the authority to entertain Item 3 as this is addressed by South Carolina Code of Law Chapter 25, Title 6. (Note regarding Item 1: The County, not the OJRSA, currently owns the GCCP system as it has not been transferred.)

Section 6-25-70 of South Carolina law addresses how an entity may become a member of a Joint Authority Water and Sewer System. The steps necessary per law include (paraphrased):

1. The County adopt a resolution or ordinance complying with Section 6-25-40;
2. Submit an application to the OJRSA; and
3. Receive approval of the application by resolution of the governing bodies of each of the Member Cities.

Along with state law, this is also addressed in Article 4, Section (f) of the Inter-Municipal Agreement and Joint Resolution of October 2007.

In closing

It has long been identified by the County as a need to have sewer service in the Fair Play area, and this history has been well-documented through multiple studies and attempts by the County to do so going back nearly 20 years, much of which was done without the assistance of the OJRSA. Over the last year and a half, the County has approached the OJRSA, and we have sought to partner in order to take advantage of this rare grant opportunity.

It is important that the County understands there is no guarantee the \$613,300 plus other expenses approved for this project will be enough to cover costs, as these are a good faith estimate by Davis & Floyd and are predicated on the notion the project comes in as budgeted once it is bid. If the County Council acknowledges and votes to proceed while knowing the full extent of the obligations placed on them by the existing agreements and state laws, the OJRSA stands ready to enter into an agreement for this project, as we are bound by these same contracts and statutes.

The OJRSA Commissioners have taken the position that we need to hear formally of the Council's intent by public vote, while understanding County Council reserves the right to undertake this project themselves. As far as the pending grants, we are of the impression that the County can join us as co-applicant if this Council chooses to do so; however, this must be done prior to the grant award.

In the end, we both want the same thing: to maximize the quality of life of Oconee County citizens through realistic growth opportunities as they present themselves. Although all projects come with inherent risk, perhaps this is indeed just the opportunity that County Council seeks to take advantage of, as it will provide a \$5 million "kickstart" to providing sewer to this area. The OJRSA looks forward to hearing your decision, and we are ready to assist however possible.

Sincerely,

The OCONEE JOINT REGIONAL SEWER AUTHORITY



J. Scott Parris
Chair, OJRSA Board of Commissioners



Christopher R. Eleazer
OJRSA Executive Director

- C Oconee County Council
OJRSA Board of Commissioners (via email)
Katie Smith, Clerk of Oconee County Council
Amanda Brock, Interim Oconee County Administrator (via email)
Larry Brandt, Esq., OJRSA Attorney (via email)

PRISMA

HEALTH SM

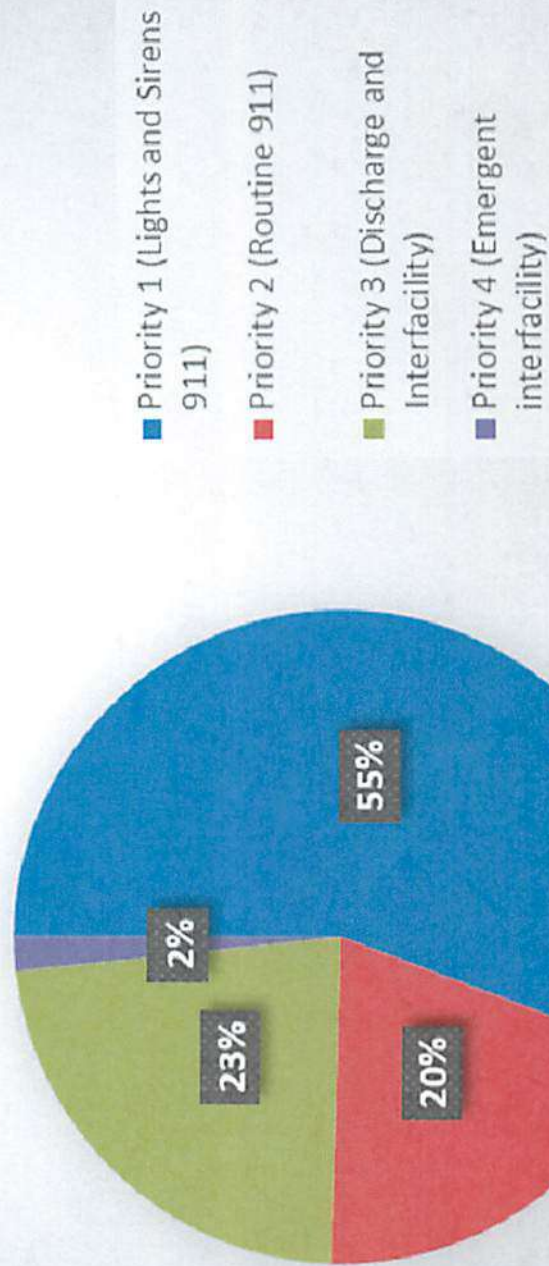
Oconee Memorial
Emergency Medical Services

At a Glance

- 47 Full time employees
- 146,430 patient loaded miles driven
- Rolling response time for all 911 emergent calls (unit enroute to unit on-scene)
 - Average 8:26
 - 90th percentile 14:58
- Total response time for all emergent calls (dispatch call received to unit on-scene)
 - Average 13:15
 - 90th percentile 21:08
- Consistent staffing of 5 ambulances and 1 supervisor-staffed Quick Response Vehicles (QRVs)
- Peak-hours staffing of 8 ambulances and 1 QRVs
- 2 communication specialists on-duty 24/7



Call Distribution n= 15,522



Services to the County

- **911**
- **Standby Coverage:** At no charge, ALS ambulances provide standby coverage for local events and high school football games.
- **Emergency Medical Dispatch:** Oconee Memorial EMS provides Emergency Medical Dispatch (EMD) to all 911 calls in Oconee County. This program facilitates appropriate triage of calls, ensures appropriate resources are dispatched, and provides pre-arrival instructions including CPR.
- **Specialty Teams:** Paramedics with specialty training in hazardous materials, infectious diseases, etc., to operate in austere environments.
- **Critical Care:** Prisma Health EMS is one of the few systems in the state that provide critical-care ground transport services. Critical care paramedics receive additional training, maintain an international board certification, and are able to provide advanced care treatments including ventilator management, surgical airways, chest tubes, and advanced hemodynamic support.



Key changes during 2018

- Training and Quality Assurance Coordinator hired
- Supervisor removed from ambulance and moved to full-time supervisor duties on a quick response vehicle. (320k annually in salaries and benefits)
- \$619,229 spent on the purchase and remounting of ambulances
- 4 new cardiac monitors purchased through Oconee Memorial Foundation (\$141,392). A fifth cardiac monitor was reallocated from Mobile Care.
 - 2 additional just ordered
- Newly implemented evidence-based treatment guidelines served to reduce the time to life-saving care



Future Accomplishments



- **Upgraded Emergency Medical Dispatch:** In partnership with Oconee County Sherriff's Office, new generation EMD and quality assurance software is being purchased for Oconee Memorial EMS Communication division. This new programming will provide the division with enhanced triage capabilities and a robust QA process. Mobile Data Terminals (MDTs), purchased with SC Grant in Aid funding, will be added to ambulances. MDTs will provide crews with real-time EMD updates and map directions to call locations. Most importantly, enhanced GPS will allow dispatchers to send the closest appropriate resource. Implementation of this project is expected to be complete by the first quarter of 2019.



- **Community Paramedic:** In partnership with Prisma Health Accountable Communities, a grant was secured to fund three community paramedics in Oconee County for three years. Community paramedics close the gap in healthcare that is experienced by many patients, particularly in underserved rural areas. Additional funding for vehicles and biomedical equipment will come from GHS EMS and other sources. The three community paramedic positions are anticipated to be filled by the end of February 2019.

PRISMA

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PrismaHealth.org

